

UNBUNDLED NETWORK ELEMENTS - North Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		56.33	56.33								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
		INTERFACE (Provisioning Only)															
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
		New or Additional "B" Channel															
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	36.92					19.99				
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	36.92					19.99				
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	36.92					19.99				
		CALL TYPES															
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7C0	0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
		Interoffice Channel Mileage															
		Fixed Each Including First Mile			UEPPP	1LN1A	71.8653	217.17	163.75	0.00			19.99				
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.5753										
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC			171.06									
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC			207.79									
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC			257.66									
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC												
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC		47.54									
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC		84.27									
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC		134.14									
		UNE Port Rate															
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	123.52	1,050.00	480.00				19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		490.38	490.38								
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		490.38	490.38								
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		490.38	490.38								
		ADDITIONAL NRCs															
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		127.63	127.63								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.81	28.81								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.81	28.81								
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan - Inward Trunk w/out DID			UEPDC	UDTTC		28.81	28.81				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.81	28.81				19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.81	28.81								
		BIPOLAR 8 ZERO SUBSTITUTION															
		B8ZS -Superframe Format			UEPDC	CCOSF		0.00	615.00								
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	615.00								
		Alternate Mark Inversion															
		AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00								
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00								
		Telephone Number/Trunk Group Establishment Charges															
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						19.99				

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						19.99				
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						19.99				
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00								
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00										
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00										
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00								
Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	71.29	217.17	163.75	0.00	0.00		19.99				
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.5753	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00								
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.5753	0.00	0.00								
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00							
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.5753	0.00	0.00								
	Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00							
	Central Office Terminating Point			UEPDC	CTG	0.00										
4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
Each System can have up to 24 combinations of rates depending on type and number of ports used																
UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	47.54	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	84.27	0.00	0.00								
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	134.14	0.00	0.00								
UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	123.06	0.00	0.00				19.99				
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	246.12	0.00	0.00				19.99				
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	492.24	0.00	0.00				19.99				
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	738.36	0.00	0.00				19.99				
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	984.48	0.00	0.00				19.99				
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,230.60	0.00	0.00				19.99				
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,476.72	0.00	0.00				19.99				
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,968.96	0.00	0.00				19.99				
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,461.20	0.00	0.00				19.99				
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	2,953.44	0.00	0.00				19.99				
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,445.68	0.00	0.00				19.99				
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	330.61	16.64				19.99				
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
New (Not Currently Combined) In GA, KY, LA, MS & TN Only																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	743.74	326.22	149.02	17.68		19.99				
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	615.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	615.00								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
	Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	2.28	0.00	0.00	0.00	0.00		19.99				
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	2.28	0.00	0.00	0.00	0.00		19.99				
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	2.28	0.00	0.00	0.00	0.00		19.99				
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	13.26	0.00	0.00	0.00	0.00		19.99				
	Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.65	25.27	13.34	4.15	4.12		19.99				
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.65	77.75	18.33	58.74	11.48		19.99				
	Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Etab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
	Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES - Vertical and Optional															
	Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	3.40	0.00	0.00				19.99				
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
These scenarios include:																
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																
BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.																
The Market Rate for unbundled ports includes all available features in all states.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).																
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Statewide		sw			28.18										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPRX	UEPLX	14.18										
2-Wire Voice Grade Line Port (Res)																
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00				19.99				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00				19.99				
LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
FEATURES																
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				19.99				
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2		41.50	41.50				19.99				
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC		41.50	41.50				19.99				
ADDITIONAL NRCs																

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Statewide		sw			28.18										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPBX	UEPLX	14.18										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00			19.99					
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00			19.99					
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00			19.99					
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00			19.99					
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50			19.99					
	2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50			19.99					
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00			19.99					
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Statewide		sw			28.18										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPRG	UEPLX	14.18										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00			19.99					
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00			19.99					
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50			19.99					
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50			19.99					
	ADDITIONAL NRCs															
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00			19.99					
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64			19.99					
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Statewide		sw			28.18										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPPX	UEPLX	14.18										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00			19.99					
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00			19.99					
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00			19.99					
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00			19.99					
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00			19.99					
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00			19.99					
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00			19.99					

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						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50				19.99				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50				19.99				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00				19.99				
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				19.99				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo -- Statewide		sw			28.18										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Statewide		sw	UEPCO	UEPLX	14.18										
	2-Wire Voice Grade Line Port Rates (Coin)															
	2-Wire Coin 2-Way without Operator Screening and without Blocking (NC)			UEPCO	UEPND	14.00	90.00	90.00				19.99				
	2-Wire Coin 2-Way with Operator Screening (NC)			UEPCO	UEPNC	14.00	90.00	90.00				19.99				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	14.00	90.00	90.00				19.99				
	2-Wire Coin 2-Way with Operator Screening and 011 Blocking (NC)			UEPCO	UEPNB	14.00	90.00	90.00				19.99				
	2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	14.00	90.00	90.00				19.99				
	2-Wire Coin Outward with Operator Screening and 011 Blocking (NC)			UEPCO	UEPNE	14.00	90.00	90.00				19.99				
	2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC)			UEPCO	UEPCL	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50				19.99				
	2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50				19.99				
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00				19.99				
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																
	2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			60.85										

UNBUNDLED NETWORK ELEMENTS - North Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			67.68										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			77.96										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 4		4													
		UNE Loop Rates															
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	8.85										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	15.68										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	25.96										
		UNE Port Rate															
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	52.00	485.00	75.00				19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		200.00	75.00				19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		200.00	75.00				19.99				
		ADDITIONAL NRCs															
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		75.00					19.99				
		Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPPX	NDZ	0.00	0.00	0.00								
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4	0.00	0.00	0.00								
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID numbers			UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
		2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT															
		UNE Port/Loop Combination Rates															
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR	79.47										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR	90.64										
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR	105.81										
		UNE Loop Rates															
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	14.47									
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	25.64									
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	40.81									
		UNE Port Rate															
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	65.00	450.00	375.00			19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion - Top 8 MSAs only			UEPPB	UEPPR	USACB	0.00	200.00	200.00							
		ADDITIONAL NRCs															
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00							
		B-CHANNEL USER PROFILE ACCESS:															
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00							
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00							
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00							
		B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)															
		USER TERMINAL PROFILE															
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00							
		VERTICAL FEATURES															
		All Vertical Features - One per Channel B User Profile			UEPPB	UEPPR	UEPVF	3.40	0.00	0.00			19.99				
		INTEROFFICE CHANNEL MILEAGE															
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB	UEPPR	M1GNC	18.0282	137.48	52.58			19.99				

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Interoffice Channel mileage each, additional mile			UEPPB	UEPPR	M1GNM	0.0282	0.00	0.00							
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		947.54										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		984.27										
	4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		1,034.14										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	47.54										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	84.27										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	134.14										
	UNE Port Rate															
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	900.00	1,150.00	1,150.00				19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	925.00	925.00								
	ADDITIONAL NRCs															
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2-Way Tel Nos - (NC Only)			UEPPP	PR7TG		1.17	1.17								
	4-Wire DS1 Loop/4-Wire ISDN Digital Trunk Port - Subsequent Activity Outward tel nos. (NC only)			UEPPP	PR7TP		28.17	28.17								
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		56.33	56.33								
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
	INTERFACE (Provsioning Only)															
	Voice/Data			UEPPP	PR71V	0.00										
	Digital Data			UEPPP	PR71D	0.00										
	Inward Data			UEPPP	PR71E	0.00										
	New or Additional "B" Channel															
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	36.92					19.99				
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	36.92					19.99				
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	36.92					19.99				
	CALL TYPES															
	Inward			UEPPP	PR7C1	0.00										
	Outward			UEPPP	PR7C0	0.00										
	Two-way			UEPPP	PR7CC	0.00										
	Interoffice Channel Mileage															
	Fixed Each Including First Mile			UEPPP	1LN1A	71.8653	217.17	163.75	0.00			19.99				
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.5753										
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
	UNE Port/Loop Combination Rates															
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		797.54										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		834.27										
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		884.14										
	UNE Loop Rates															
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	47.54										
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	84.27										
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	134.14										
	UNE Port Rate															
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,050.00	480.00	0.00	0.00		19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		288.86	133.87								
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		288.86	133.37								

UNBUNDLED NETWORK ELEMENTS - North Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		288.86	133.37							
	ADDITIONAL NRCs															
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		127.63	127.63							
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		28.81	28.81							
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		28.81	28.81							
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		28.81	28.81			19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		28.81	28.81			19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		28.81	28.81							
	BIPOLAR 8 ZERO SUBSTITUTION															
		B8ZS - Superframe Format			UEPDC	CCOSF		0.00	615.00			19.99				
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	615.00			19.99				
	Alternate Mark Inversion															
		AMI - Superframe Format			UEPDC	MCOSF		0.00	0.00							
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00							
	Telephone Number/Trunk Group Establishment Charges															
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00					19.99				
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00					19.99				
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00					19.99				
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00							
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00	0.00	0.00							
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00							
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00							
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00							
	Dedicated DS1 (Interoffice Channel Mileage) -															
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	71.29	217.17	163.75	0.00	0.00	19.99				
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.5753	0.00	0.00							
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.5753	0.00	0.00							
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00						
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.5753	0.00	0.00							
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00						
		Central Office Terminating Point			UEPDC	CTG	0.00									
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	A system can have various rate combinations based on type and number of ports used															
	UNE DS1 Loop															
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	47.54									
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	84.27	0.00	0.00							
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	134.14	0.00	0.00							
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	123.06	0.00	0.00			19.99				
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	246.12	0.00	0.00			19.99				
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	492.24	0.00	0.00			19.99				

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
									Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
										First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	144 DS0 Channel Capacity - 1 per 6 DS1s					UEPMG	VUM14	738.36		0.00	0.00				19.99			
	192 DS0 Channel Capacity -1 per 8 DS1s					UEPMG	VUM19	984.48		0.00	0.00				19.99			
	240 DS0 Channel Capacity - 1 per 10 DS1s					UEPMG	VUM20	1,230.60		0.00	0.00				19.99			
	288 DS0 Channel Capacity - 1 per 12 DS1s					UEPMG	VUM28	1,476.72		0.00	0.00				19.99			
	384 DS0 Channel Capacity - 1 per 16 DS1s					UEPMG	VUM38	1,968.96		0.00	0.00				19.99			
	480 DS0 Channel Capacity - 1 per 20 DS1s					UEPMG	VUM40	2,461.20		0.00	0.00				19.99			
	576 DS0 Channel Capacity -1 per 24 DS1s					UEPMG	VUM57	2,953.44		0.00	0.00				19.99			
	672 DS0 Channel Capacity - 1 per 28 DS1s					UEPMG	VUM67	3,445.68		0.00	0.00				19.99			
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																		
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																		
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																		
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only					UEPMG	USAC4	0.00		330.61	16.64				19.99			
System Additions Where Currently Combined and New (Not Currently Combined)																		
In Top 8 MSAs and AL, FL, and NC Only																		
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -					UEPMG	VUMD4	0.00		743.74	326.22	149.02	17.68		19.99			
Bipolar 8 Zero Substitution																		
	Clear Channel Capability Format, superframe - Subsequent Activity Only					UEPMG	CCOSF	0.00		0.00	615.00							
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only					UEPMG	CCOEF	0.00		0.00	615.00							
Alternate Mark Inversion (AMI)																		
	Superframe Format					UEPMG	MCOSF	0.00		0.00	0.00							
	Extended Superframe Format					UEPMG	MCOPO	0.00		0.00	0.00							
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																		
Exchange Ports																		
	Line Side Combination Channelized PBX Trunk Port - Business					UEPPX	UEPCX	14.00		0.00	0.00	0.00	0.00		19.99			
	Line Side Outward Channelized PBX Trunk Port - Business					UEPPX	UEPOX	14.00		0.00	0.00	0.00	0.00		19.99			
	Line Side Inward Only Channelized PBX Trunk Port without DID					UEPPX	UEP1X	14.00		0.00	0.00	0.00	0.00		19.99			
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port					UEPPX	UEPDM	52.00		0.00	0.00	0.00	0.00		19.99			
Feature Activations - Unbundled Loop Concentration																		
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank					UEPPX	1PQWM	0.65		40.00	20.00	10.00	5.00		19.99			
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank					UEPPX	1PQWU	0.65		110.00	30.00	75.00	15.00		19.99			
Telephone Number/ Group Establishment Charges for DID Service																		
	DID Trunk Termination (1 per Port)					UEPPX	NDT	0.00		0.00	0.00							
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)					UEPPX	NDZ	0.00		0.00	0.00							
	DID Numbers - groups of 20 - Valid all States					UEPPX	ND4	0.00		0.00	0.00							
	Non-Consecutive DID Numbers - per number					UEPPX	ND5	0.00		0.00	0.00							
	Reserve Non-Consecutive DID Numbers					UEPPX	ND6	0.00		0.00	0.00							
	Reserve DID Numbers					UEPPX	NDV	0.00		0.00	0.00							
Local Number Portability																		
	Local Number Portability - 1 per port					UEPPX	LNPCP	3.15		0.00	0.00							
FEATURES - Vertical and Optional																		
Local Switching Features Offered with Line Side Ports Only																		
	All Features Available					UEPPX	UEPVF	3.40		0.00	0.00				19.99			
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																		
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																		
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																		
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																		
For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																		
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																		
UNE-P CENTREX - 5ESS (Valid in All States)																		

UNBUNDLED NETWORK ELEMENTS - North Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design			1	UEP95		13.03									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design			2	UEP95		21.33									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design			3	UEP95		32.61									
	UNE Port/Loop Combination Rates (Design)																
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design			1	UEP95		17.25									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design			2	UEP95		28.21									
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design			3	UEP95		43.09									
	UNE Loop Rate																
		2-Wire Voice Grade Loop (SL 1) - Zone 1			1	UEP95	UECS1	10.75									
		2-Wire Voice Grade Loop (SL 1) - Zone 2			2	UEP95	UECS1	19.05									
		2-Wire Voice Grade Loop (SL 1) - Zone 3			3	UEP95	UECS1	30.33									
		2-Wire Voice Grade Loop (SL 2) - Zone 1			1	UEP95	UECS2	14.97									
		2-Wire Voice Grade Loop (SL 2) - Zone 2			2	UEP95	UECS2	25.93									
		2-Wire Voice Grade Loop (SL 2) - Zone 3			3	UEP95	UECS2	40.81									
	UNE Port Rate																
	All States																
		2-Wire Voice Grade Port (Centrex) Basic Local Area				UEP95	UEPYA	2.28					19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)				UEP95	UEPYB	2.28					19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area				UEP95	UEPYH	2.28					19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area				UEP95	UEPYM	2.28					19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area				UEP95	UEPYZ	2.28					19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area				UEP95	UEPY9	2.28					19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area				UEP95	UEPY2	2.28					19.99				
	NC Only																
		2-Wire Voice Grade Port (Centrex)				UEP95	UEPUA	2.28					19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)				UEP95	UEPUB	2.28					19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1				UEP95	UEPUH	2.28					19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2				UEP95	UEPUM	2.28					19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term				UEP95	UEPUZ	2.28					19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent				UEP95	UEPU9	2.28					19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term				UEP95	UEPU2	2.28					19.99				
	Local Switching																
		Centrex Intercom Funtionality, per port				UEP95	URECS	0.903									
	Local Number Portability																
		Local Number Portability (1 per port)				UEP95	LNPC	0.35									
	Features																
		All Standard Features Offered, per port				UEP95	UEPVF	3.40									
		All Select Features Offered, per port				UEP95	UEPVS	0.00	457.83								
		All Centrex Control Features Offered, per port				UEP95	UEPVC	3.40									
	NARS																
		Unbundled Network Access Register - Combination				UEP95	UARCX	0.00	0.00	0.00			19.99				
		Unbundled Network Access Register - Indial				UEP95	UAR1X	0.00	0.00	0.00			19.99				
		Unbundled Network Access Register - Outdial				UEP95	UARO	0.00	0.00	0.00			19.99				

UNBUNDLED NETWORK ELEMENTS - North Carolina												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN
	Miscellaneous Terminations														
	2-Wire Trunk Side														
	Trunk Side Terminations, each			UEP95	CEND6	12.36									
	4-Wire Digital (1.544 Megabits)														
	DS1 Circuit Terminations, each			UEP95	M1HD1	123.65					19.99				
	DS0 Channels Activated, each			UEP95	M1HDO	0.00	28.81				19.99				
	Interoffice Channel Mileage - 2-Wire														
	Interoffice Channel Facilities Termination			UEP95	MIGBC	18.00									
	Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0282									
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
	D4 Channel Bank Feature Activations														
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.65									
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.65									
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.65									
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.65									
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.65									
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP95	1PQWQ	0.65									
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.65									
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		2.77	0.40			19.99				
	New Centrex Standard Common Block			UEP95	M1ACS	0.00	695.11				19.99				
	New Centrex Customized Common Block			UEP95	M1ACC	0.00	695.11				19.99				
	NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	72.73				19.99				
	UNE-P CENTREX - DMS100 (Valid in All States)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														
	UNE Port/Loop Combination Rates (Non-Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		13.03									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		21.33									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		32.61									
	UNE Port/Loop Combination Rates (Design)														
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		17.25									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		28.21									
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		43.09									
	UNE Loop Rate														
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	10.75									
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	19.05									
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	30.33									
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	14.97									
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	25.93									
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	40.81									
	UNE Port Rate														
	ALL STATES														
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9D	UEPYA	2.28					19.99				
	2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9D	UEPYB	2.28					19.99				
	2-Wire Voice Grade Port (Centrex / EBS-PSET)3Basic Local Area			UEP9D	UEPYC	2.28					19.99				

UNBUNDLED NETWORK ELEMENTS - North Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	2.28						19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	2.28						19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	2.28						19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	2.28						19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	2.28						19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	2.28						19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	2.28						19.99				
	NC Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPUA	2.28						19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPUB	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPUC	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPUD	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPUE	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPUF	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPUG	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPUT	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPUU	2.28						19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPUV	2.28						19.99				

UNBUNDLED NETWORK ELEMENTS - North Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPU3	2.28						19.99				
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPUH	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPUW	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPUJ	2.28						19.99				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPUM	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPUO	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPUP	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPUQ	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPUR	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPUS	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPU4	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPU5	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPU6	2.28						19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPU7	2.28						19.99				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPUZ	2.28						19.99				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPU9	2.28						19.99				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPU2	2.28						19.99				
	Local Switching															
	Centrex Intercom Functionality, per port			UEP9D	URECS	0.903										
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9D	LNPC	0.35										
	Features															
	All Standard Features Offered, per port			UEP9D	UEPVF	3.40										
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	457.83					19.99				
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.40										
	NARS															
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				19.99				
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				19.99				
	Unbundled Network Access Register - Outdial			UEP9D	UARO	0.00	0.00	0.00				19.99				
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9D	CEND6	12.36										
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	123.65										
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	28.81					19.99				
												19.99				
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.00										
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0282										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.65										
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.65										
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.65										
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.65										

UNBUNDLED NETWORK ELEMENTS - North Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMECH	SOMAN	SOMAN	SOMAN	SOMAN	
	Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.65										
	Feature Activation on D-4 Channel Bank Tjje Line/Trunk Loop Slot			UEP9D	1PQWQ	0.65										
	Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.65										
	Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
	NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		2.77	0.40				19.99				
	New Centrex Standard Common Block			UEP9D	M1ACS	0.00	695.11					19.99				
	New Centrex Customized Common Block			UEP9D	M1ACC	0.00	695.11					19.99				
	NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.73					19.99				
	4-Wire Digital (1.544 Megabits)															
	Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD															
	Note 2 - Requires Interoffice Channel Mileage															
	Note 3 - Requires Specific Customer Premises Equipment															
Note: Rates displaying an "R" in Interim column are Interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
OPERATIONAL SUPPORT SYSTEMS																	
NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.																	
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOMECE rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOMECE rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																	
		Manual Service Order Charge, per LSR, Disconnect Only (SC)							SOMAN			1.97					
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)							SOMECE	3.50							
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1					1	UEANL	UEAL2	14.94	37.92	17.62	23.56	5.32	19.99		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2					2	UEANL	UEAL2	21.39	37.92	17.62	23.56	5.32	19.99		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3					3	UEANL	UEAL2	26.72	37.92	17.62	23.56	5.32	19.99		
		Loop Testing - Basic 1st Half Hour						UEANL	URET1		34.23	34.23			19.99		
		Loop Testing - Basic Additional Half Hour						UEANL	URETA		19.90	19.90			19.99		
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UVL-SL1)						UEANL	UREWO		15.81	8.96			19.99		
		Engineering Information Document (EI)						UEANL			13.47	13.47					
		Manual Order Coordination for UVL-SL1s (per loop)						UEANL	UEAMC		8.17	8.17					
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)						UEANL	OCOSL		18.13	18.13					
2-WIRE Unbundled COPPER LOOP																	
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1				I	1	UEQ	UEQ2X	12.94	36.40	16.10	22.66	4.42	19.99		
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2				I	2	UEQ	UEQ2X	14.51	36.40	16.10	22.66	4.42	19.99		
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3				I	3	UEQ	UEQ2X	15.02	36.40	16.10	22.66	4.42	19.99		
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)						UEQ	USBMC		8.17	8.17			19.99		
		Engineering Information Document						UEQ			13.47	13.47			19.99		
		Loop Testing - Basic 1st Half Hour						UEQ	URET1		34.23	34.23			19.99		
		Loop Testing - Basic Additional Half Hour						UEQ	URETA		19.90	19.90			19.99		
		CLEC to CLEC Conversion Charge Without Outside Dispatch (UCL-ND)						UEQ	UREWO		14.30	7.45			19.99		
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1					1	UEPSR UEPSB	UEALS	14.94	37.92	17.62	23.56	5.32	19.99		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1					1	UEPSR UEPSB	UEABS	14.94	37.92	17.62	23.56	5.32	19.99		
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2					2	UEPSR UEPSB	UEALS	21.39	37.92	17.62	23.56	5.32	19.99		
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2					2	UEPSR UEPSB	UEABS	21.39	37.92	17.62	23.56	5.32	19.99		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3					3	UEPSR UEPSB	UEALS	26.72	37.92	17.62	23.56	5.32	19.99		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3					3	UEPSR UEPSB	UEABS	26.72	37.92	17.62	23.56	5.32	19.99		
UNBUNDLED EXCHANGE ACCESS LOOP																	
2-WIRE ANALOG VOICE GRADE LOOP																	
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1					1	UEA	UEAL2	16.68	105.98	68.43	53.05	10.61	19.99		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2					2	UEA	UEAL2	23.13	105.98	68.43	53.05	10.61	19.99		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3					3	UEA	UEAL2	28.46	105.98	68.43	53.05	10.61	19.99		
		Order Coordination for Specified Conversion Time (per LSR)						UEA	OCOSL		18.13						
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1					1	UEA	UEAR2	16.68	105.98	68.43	53.05	10.61	19.99		

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.02	158.18	107.89	55.12	10.38		19.99				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	14.33	158.18	107.89	55.12	10.38		19.99				
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	16.84	158.18	107.89	55.12	10.38		19.99				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13									
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.02	133.14	95.16	55.12	10.38		19.99				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	14.33	133.14	95.16	55.12	10.38		19.99				
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	16.84	133.14	95.16	55.12	10.38		19.99				
	Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		18.13									
	CLEC to CLEC Conversion Charge without outside dispatch			UHL	UREWO		86.32	40.48				19.99				
	4-WIRE DS1 DIGITAL LOOP															
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	79.51	253.03	157.89	44.80	11.73		19.99				
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	136.00	253.03	157.89	44.80	11.73		19.99				
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	229.15	253.03	157.89	44.80	11.73		19.99				
	Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		18.13									
	CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		101.30	43.13				19.99				
	4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
	4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	29.93	126.66	89.12	59.35	14.61		19.99				
	4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	33.99	126.66	89.12	59.35	14.61		19.99				
	4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	34.74	126.66	89.12	59.35	14.61		19.99				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	29.93	126.66	89.12	59.35	14.61		19.99				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	33.99	126.66	89.12	59.35	14.61		19.99				
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	34.74	126.66	89.12	59.35	14.61		19.99				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.13									
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	29.93	126.66	89.12	59.35	14.61		19.99				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	33.99	126.66	89.12	59.35	14.61		19.99				
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	34.74	126.66	89.12	59.35	14.61		19.99				
	Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		18.13									
	CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		102.34	49.85				19.99				
	2-WIRE Unbundled COPPER LOOP															
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	12.19	119.91	69.62	50.37	7.93		19.99				
	2-Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	13.71	119.91	69.62	50.37	7.93		19.99				
	2 Wire Unbundled Copper Loop/Short including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.14	119.91	69.62	50.37	7.93		19.99				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	12.19	94.87	56.89	50.37	7.93		19.99				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	13.71	94.87	56.89	50.37	7.93		19.99				
	2-Wire Unbundled Copper Loop/Short without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.14	94.87	56.89	50.37	7.93		19.99				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1		1	UCL	UCL2L	38.22	119.91	69.62	50.37	7.93		19.99				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2		2	UCL	UCL2L	55.33	119.91	69.62	50.37	7.93		19.99				
	2-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3		3	UCL	UCL2L	67.95	119.91	69.62	50.37	7.93		19.99				
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.17	8.17								
	2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL2W	38.22	94.87	56.89	50.37	7.93		19.99				

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B							
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)		Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)									
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN				
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 2						2	UCL	UCL2W	55.33	94.87	56.89	50.37	7.93		19.99			
		2-Wire Unbundled Copper Loop/Long - without manual service inquiry and facility reservation - Zone 3						3	UCL	UCL2W	67.95	94.87	56.89	50.37	7.93		19.99			
		Order Coordination for Unbundled Copper Loops (per loop)							UCL	UCLMC		8.17	8.17							
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)							UCL	UREWO		94.87	42.57				19.99			
4-WIRE COPPER LOOP																				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1						1	UCL	UCL4S	19.64	144.17	93.88	55.12	10.38		19.99			
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2						2	UCL	UCL4S	20.90	144.17	93.88	55.12	10.38		19.99			
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3						3	UCL	UCL4S	19.34	144.17	93.88	55.12	10.38		19.99			
		Order Coordination for Unbundled Copper Loops (per loop)							UCL	UCLMC		8.17	8.17							
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1						1	UCL	UCL4W	19.64	119.13	81.15	55.12	10.38		19.99			
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2						2	UCL	UCL4W	20.90	119.13	81.15	55.12	10.38		19.99			
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3						3	UCL	UCL4W	19.34	119.13	81.15	55.12	10.38		19.99			
		Order Coordination for Unbundled Copper Loops (per loop)							UCL	UCLMC		8.17	8.17							
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 1						1	UCL	UCL4L	77.29	144.17	93.88	55.12	10.38		19.99			
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 2						2	UCL	UCL4L	118.78	144.17	93.88	55.12	10.38		19.99			
		4-Wire Unbundled Copper Loop/Long - includes manual svc. inquiry and facility reservation - Zone 3						3	UCL	UCL4L	144.10	144.17	93.88	55.12	10.38		19.99			
		Order Coordination for Unbundled Copper Loops (per loop)							UCL	UCLMC		8.17	8.17							
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1						1	UCL	UCL4O	77.29	119.44	81.45	55.12	10.38		19.99			
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2						2	UCL	UCL4O	118.78	119.44	81.45	55.12	10.38		19.99			
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3						3	UCL	UCL4O	144.10	119.44	81.45	55.12	10.38		19.99			
		Order Coordination for Unbundled Copper Loops (per loop)							UCL	UCLMC		8.17	8.17							
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)							UCL	UREWO		94.87	42.57				19.99			
LOOP MODIFICATION																				
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft							UAL, UHL, UCL, UEQ, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULM2L		32.46	32.46				19.99			
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft							UCL, ULS	ULM2G		170.89	170.89				19.99			
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft							UHL, UCL	ULM4L		32.46	32.46				19.99			
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft							UCL	ULM4G		170.89	170.89				19.99			
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop							UAL, UHL, UCL, UEQ, UEF, ULS, UEA, UEANL, UDL, UDC, UDN, UDL, USL	ULMBT		32.48	32.48				19.99			
SUB-LOOPS																				
Sub-Loop Distribution																				
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up					I		UEANL	USBSA		241.42	241.42				19.99			

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		22.69	22.69				19.99				
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		177.84	177.84				19.99				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		55.58	55.58				19.99				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1	I	1	UEANL	USBN2	8.87	65.94	31.03	45.35	6.71		19.99				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2	I	2	UEANL	USBN2	12.58	65.94	31.03	45.35	6.71		19.99				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3	I	3	UEANL	USBN2	14.79	65.94	31.03	45.35	6.71		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	14.11	79.21	44.29	49.82	9.09		19.99				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	19.40	79.21	44.29	49.82	9.09		19.99				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	18.90	79.21	44.29	49.82	9.09		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	2.41	53.13	18.21	45.35	6.71		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	5.36	59.38	24.47	49.82	9.09		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.17	8.17								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	7.11	65.94	31.03	45.35	6.71		19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	9.83	65.94	31.03	45.35	6.71		19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	10.48	65.94	31.03	45.35	6.71		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	7.85	79.21	44.29	49.82	9.09		19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	14.17	79.21	44.29	49.82	9.09		19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	12.64	79.21	44.29	49.82	9.09		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.17	8.17								
		Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		176.17	5.11				19.99				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		176.17	5.11				19.99				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		278.82	6.13				19.99				
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair			UENTW	UENPP	0.3303	30.20	30.20				19.99				
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		43.68	28.79				19.99				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		64.42	49.53				19.99				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		5.92	5.92				19.99				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		5.92	5.92				19.99				
SUB-LOOPS																	
		Sub-Loop Feeder															
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL,UDC	USBFW		241.42					19.99				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL,UDC	USBFX		22.69	22.69				19.99				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		523.87	11.34				19.99				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground Start, Voice Grade - Zone 1		1	UEA	USBFA	8.93	93.28	56.69	54.68	13.74		19.99					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFA	11.74	93.28	56.69	54.68	13.74		19.99					
	Unbundled Sub-Loop Feeder Loop, Per 2 Wire Ground-Start, Voice Grade - Zone 3		3	UEA	USBFA	14.74	93.28	56.69	54.68	13.74		19.99					
	Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		18.13										
	Unbundlde Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFB	8.93	93.28	56.69	54.68	13.74		19.99					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFB	11.74	93.28	56.69	54.68	13.74		19.99					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Start Loop, Voice Grade - Zone 3		3	UEA	USBFB	14.74	93.28	56.69	54.68	13.74		19.99					
	Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		18.13										
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 1		1	UEA	USBFC	8.93	93.28	56.69	54.68	13.74		19.99					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade - Zone 2		2	UEA	USBFC	11.74	93.28	56.69	54.68	13.74		19.99					
	Unbundled Sub-Loop Feeder Loop, 2 Wire Analog Reverse Battery, Voice Grade - Zone 3		3	UEA	USBFC	14.74	93.28	56.69	54.68	13.74		19.99					
	Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		18.13										
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.63	107.91	70.36	62.26	17.52		19.99					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	27.57	107.91	70.36	62.26	17.52		19.99					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	26.04	107.91	70.36	62.26	17.52		19.99					
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.13										
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.63	107.91	70.36	62.26	17.52		19.99					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	27.57	107.91	70.36	62.26	17.52		19.99					
	Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	26.04	107.91	70.36	62.26	17.52		19.99					
	Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		18.13										
	Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	17.05	106.47	68.92	55.81	13.37		19.99					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	20.92	106.47	68.92	55.81	13.37		19.99					
	Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	23.49	106.47	68.92	55.81	13.37		19.99					
	Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		18.13										
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	17.05	106.47	68.92	55.81	13.37		19.99					
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	20.92	106.47	68.92	55.81	13.37		19.99					
	Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	23.49	106.47	68.92	55.81	13.37		19.99					
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	55.85	102.19	64.64	62.26	17.52		19.99					
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	109.16	102.19	64.64	62.26	17.52		19.99					
	Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	203.35	102.19	64.64	62.26	17.52		19.99					
	Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		18.13										
	Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	5.98	83.97	46.42	53.14	10.69		19.99					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	4.80	83.97	46.42	53.14	10.69		19.99					
	Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	4.59	83.97	46.42	53.14	10.69		19.99					
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.13										
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	13.21	101.22	63.67	58.03	13.29		19.99					
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	8.28	101.22	63.67	58.03	13.29		19.99					
	Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	8.42	101.22	63.67	58.03	13.29		19.99					
	Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		18.13										
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	21.02	102.19	64.64	62.26	17.52		19.99					
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	21.30	102.19	64.64	62.26	17.52		19.99					
	Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	20.17	102.19	64.64	62.26	17.52		19.99					

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Unbundled Contract Name, Provisioning Only - No Rate				UEANL,UEF,UEQ,UENTW	UNECN										
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate				UAL,UCL,UDC,UDL,UDN,UEA,UHL,ULC	UNECN	0.00	0.00								
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate				UEA,UDN,UCL,UDC	USBFQ	0.00	0.00								
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate				UEA,USL,UCL,UDL	USBFR	0.00	0.00								
		Unbundled DS1 Loop - Superframe Format Option - no rate				USL	CCOSF	0.00	0.00								
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate				USL	CCOEF	0.00	0.00								
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month				UE3	1L5ND	12.26									
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month				UE3	UE3PX	306.36	452.52	264.53	119.75	83.77		19.99			
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month				UDLSX	1L5ND	12.26						19.99			
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month				UDLSX	UDLS1	313.49	452.52	264.53	119.75	83.77		19.99			
		High Capacity Unbundled Local Loop - OC3 - Per Mile per month				UDLO3	1L5ND	9.30									
		High Capacity Unbundled Local Loop - OC3 - 4-fiber Facility Termination per month				UDLO3	UDL34	509.66	484.13	204.82	60.33	58.59		19.99			
		High Capacity Unbundled Local Loop - OC12 - Per Mile per month				UDL12	1L5ND	11.45									
		High Capacity Unbundled Local Loop - OC12 - 4-fiber Facility Termination per month				UDL12	UDL24	1,933.30	592.84	204.82	60.33	58.59		19.99			
		High Capacity Unbundled Local Loop - OC48 - per mile per month				UDL48	1L5ND	37.56									
		High Capacity Unbundled Local Loop - OC48 - 4-fiber Facility Termination per month				UDL48	UDL44	1,267.71	592.84	204.82	60.33	58.59		19.99			
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).				UMK	UMKLW		24.04	24.04							
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).				UMK	UMKLP		25.49	25.49							
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)				UMK	PSUMK		0.34	0.34							
HIGH FREQUENCY SPECTRUM																	
SPLITTERS-CENTRAL OFFICE BASED																	
		Line Sharing Splitter, per System 96 Line Capacity				ULS	ULSDA	216.22	189.21	0.00	178.38	0.00		19.99			
		Line Sharing Splitter, per System 24 Line Capacity				ULS	ULSDB	54.05	189.21	0.00	178.38	0.00		19.99			
		Line Sharing Splitter, Per System, 8 Line Capacity	I			ULS	ULSD8	18.02	189.21	0.00	178.38	0.00		19.99			
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)				ULS	ULSDG		86.67		49.95			19.99			
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																	
		Line Sharing - per Line Activation (BST owned Splitter)				ULS	ULSDC	0.61	18.55	10.62	10.04	4.93		19.99			
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)				ULS	ULSDS		16.42	8.21				19.99			
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)				ULS	ULSCS		16.42	8.21				19.99			
		Line Sharing - per Line Activation (DLEC owned Splitter)	I			ULS	ULSCC	0.61	47.44	19.31	20.67	12.74		19.99			
		Line Splitting - per line activation DLEC owned splitter	I			UEPSR UEPSB	UREOS	0.61									
		Line Splitting - per line activation BST owned - physical	I			UEPSR UEPSB	UREBP	0.644	37.09	21.24	20.07	9.85		19.99			
		Line Splitting - per line activation BST owned - virtual	I			UEPSR UEPSB	UREBV	0.642	37.09	21.24	20.07	9.85		19.99			
UNBUNDLED DEDICATED TRANSPORT																	

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	CCS7 Signaling Connection, Per 56 Kbps Facility			UDB	TPP++	16.93	35.61	35.61	16.48	16.48						
	CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	163.49										
	CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000692										
	CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	16.93	35.61	35.61	16.48	16.48		19.99				
	CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	16.93	35.61	35.61	16.48	16.48		19.99				
	CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000173										
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	791.37										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.08	29.08	35.65	35.65		19.99				
	CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		29.08	29.08	35.65	35.65		19.99				
E911 SERVICE																
	Local Channel - Dedicated - 2-wr Voice Grade					15.33	193.53	33.24	36.72	3.21		19.99				
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Mile					0.0167										
	Interoffice Transport - Dedicated - 2-wr Voice Grade Per Facility Termination					24.30	40.63	27.47	16.77	6.91		19.99				
	Local Channel - Dedicated - DS1 - Zone 1					42.62	177.87	154.06	22.24	15.30		19.99				
	Local Channel - Dedicated - DS1 - Zone 2					70.32	177.87	154.06	22.24	15.30		19.99				
	Local Channel - Dedicated - DS1 - Zone 3					190.68	177.87	154.06	22.24	15.30		19.99				
	Interoffice Transport - Dedicated - DS1 Per Mile					0.3415										
	Interoffice Transport - Dedicated - DS1 Per Facility Termination					77.14	89.47	81.99	16.39	14.48		19.99				
CALLING NAME (CNAM) SERVICE																
	CNAM For DB Owners - Service Establishment			OQV			23.00	23.00	21.15	21.15		19.99				
	CNAM For Non DB Owners - Service Establishment			OQV			23.00	23.00	21.15	21.15		19.99				
	CNAM For DB Owners - Service Provisioning With Point Code Establishment			OQV			993.09	734.47	269.53	198.18		19.99				
	CNAM For Non DB Owners - Service Provisioning With Point Code Establishment			OQV			343.09	245.69	275.87	198.18		19.99				
	CNAM for DB Owners, Per Query			OQV		0.0010433										
	CNAM for Non DB Owners, Per Query			OQV		0.0010433										
LNP Query Service																
	LNP Charge Per query					0.0008837										
	LNP Service Establishment Manual						25.09	25.09	23.07	23.07		19.99				
	LNP Service Provisioning with Point Code Establishment						594.82	303.88	269.53	198.18		19.99				
OPERATOR CALL PROCESSING																
	Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.20										
	Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.24										
	Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.20										
	Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.20										
INWARD OPERATOR SERVICES																
	Inward Operator Services - Verification, Per Minute					1.15										
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute					1.15										
BRANDING - OPERATOR CALL PROCESSING																
	Recording of Custom Branded OA Announcement				CBAOS		7,000.00	7,000.00				19.99				
	Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		500.00	500.00				19.99				
	Unbranding via OLNS for UNEP CLEC															
	Loading of OA per OCN (Regional)						1,200.00	1,200.00				19.99				
DIRECTORY ASSISTANCE SERVICES																
DIRECTORY ASSISTANCE ACCESS SERVICE																
	Directory Assistance Access Service Calls, Charge Per Call					0.275										
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.10									
	DIRECTORY TRANSPORT															
DIRECTORY ASSISTANCE SERVICES																
	DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)															
		Directory Assistance Data Base Service Charge Per Listing					0.04									
		Directory Assistance Data Base Service, per month				DBSOF	150.00									
BRANDING - DIRECTORY ASSISTANCE																
	Facility Based CLEC															
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		6,000.00	6,000.00							
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		1,170.00	1,170.00							
	UNEP CLEC															
		Recording of DA Custom Branded Announcement						3,000.00	3,000.00							
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						1,170.00	1,170.00							
	Unbranding via OLNS for UNEP CLEC															
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00							
		Loading of DA per Switch per OCN						16.00	16.00							
SELECTIVE ROUTING																
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		84.89	84.89	14.14	14.14		19.99			
VIRTUAL COLLOCATION																
		Virtual Collocation - Application Cost			AMTFS	EAF		1,207.95	1,207.95	0.51	0.51					
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		794.22	794.22	22.54	22.54					
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.95									
		Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	9.19									
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	18.66									
					UEANL,UEA,UDN,U DC,UAL,UHL,UCL,U EQ, AMTFS, UDL, UNCVX, UNCDX, UNCNX	UEAC2	0.0317	12.32	11.83	6.04	5.45		19.99			
		Virtual Collocation - 2-wire Cross Connects (loop)			UEA,UHL,UCL,UDL, AMTFS, UAL, UDN, UNCVX, UNCDX	UEAC4	0.0634	12.42	11.90	6.40	5.74		19.99			
					AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC2F	2.86	20.94	15.23	7.40	5.93		19.99			
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS,UDL12, UDLO3, U1T48, U1T12, U1T03, ULDO3, ULD12, ULD48, UDF	CNC4F	5.71	25.61	19.90	9.73	8.26		19.99			
					USL,ULC,AMTFS, ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1	CNC1X	1.12	22.08	15.96	6.42	5.80		19.99			
		Virtual collocation - DS1 Cross Connects														

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS		Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		USL, ULC, AMTFS, U E3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3				CND3X	14.21	20.94	15.23	7.39	5.93		19.99					
		Virtual collocation - DS3 Cross Connects																
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0022											
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CD	0.0033											
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per cable			AMTFS	VE1CC		536.56										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		536.56										
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS			16.96	10.75									
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS			22.10	13.89									
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS			27.23	17.02									
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.99	10.75									
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.56	13.89									
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.12	17.02									
VIRTUAL COLLOCATION																		
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2- Wire Analog - Res			UEPSR	VE1R2	0.0317	12.32	11.83	6.04	5.45		19.99					
		Virtual Collocation - 2-Wire Cross Connect, Exchange Port 2- Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.0317	12.32	11.83	6.04	5.45		19.99					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.0317	12.32	11.83	6.04	5.45		19.99					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.0317	12.32	11.83	6.04	5.45		19.99					
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.0317	12.32	11.83	6.04	5.45		19.99					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.0317	12.32	11.83	6.04	5.45		19.99					
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	1.12	22.08	15.96	6.42	5.80		19.99					
VIRTUAL COLLOCATION																		
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.0317	12.32	11.83	6.04	5.45		19.99					
AIN SELECTIVE CARRIER ROUTING																		
		Regional Service Establishment			SRC	SRCEC		101,324.34	101,324.34	8,609.85	8,609.85		19.99					
		End Office Establishment			SRC	SRCEO		175.66	175.66	1.70	1.70		19.99					
		Query NRC, per query			SRC		0.0035036											
AIN - BELL SOUTH AIN SMS ACCESS SERVICE																		
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		39.53	39.53	40.78	40.78		19.99					
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		7.85	7.85	9.11	9.11		19.99					
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		7.85	7.85	9.11	9.11		19.99					
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		35.08	35.08	27.12	27.12		19.99					
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		41.98	41.98	11.74	11.74		19.99					
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0027											
		AIN SMS Access Service - Session, Per Minute					0.7121											
		AIN SMS Access Service - Company Performed Session, Per Minute					0.8364											
AIN - BELL SOUTH AIN TOOLKIT SERVICE																		

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)							
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		39.53	39.53	40.78	40.78		19.99					
	AIN Toolkit Service - Training Session, Per Customer				BAPVX		4,211.54	4,211.54	0.00	0.00		19.99					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term. Attempt				BAPTT		7.85	7.85	9.11	9.11		19.99					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		7.85	7.85	9.11	9.11		19.99					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		7.85	7.85	9.11	9.11		19.99					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		34.54	34.54	14.39	14.39		19.99					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		34.54	34.54	14.39	14.39		19.99					
	AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		34.54	34.54	14.39	14.39		19.99					
	AIN Toolkit Service - Query Charge, Per Query					0.0558238											
	AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0069214											
	AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					0.07											
	AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	11.87	7.85	7.85	5.52	5.52		19.99					
	AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	3.51	8.68	8.68				19.99					
	AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	8.48	7.85	7.85	5.52	5.52		19.99					
	AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.12	8.68	8.68				19.99					
ENHANCED EXTENDED LINK (EELs)																	
	NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																
	NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																
	NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																
	NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																
	2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61		19.99					
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61		19.99					
	First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61		19.99					
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.27											
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		19.99					
	DS1 Channelization System Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		19.99					
	Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	0.56	6.59	4.73				19.99					
	Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61		19.99					
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61		19.99					
	Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61		19.99					
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.56	6.59	4.73				19.99					
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		19.99					
	4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61		19.99					

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61		19.99				
	First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61		19.99				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		19.99				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		19.99				
	Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.56	6.59	4.73				19.99				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61		19.99				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61		19.99				
	Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61		19.99				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		19.99				
	4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61		19.99				
	First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61		19.99				
	First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61		19.99				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		19.99				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		19.99				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73				19.99				
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61		19.99				
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61		19.99				
	Additional 4-Wire 56Kbps Digital Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61		19.99				
	OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73				19.99				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00		19.99				
	4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61		19.99				
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61		19.99				
	First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61		19.99				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27										
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		19.99				
	Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		19.99				

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73			19.99				
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61	19.99				
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61	19.99				
	Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61	19.99				
	OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	1.19	6.59	4.73			19.99				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00	19.99				
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73	19.99				
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73	19.99				
	4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73	19.99				
	Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.27									
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48	19.99				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00	19.99				
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73	19.99				
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73	19.99				
	First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73	19.99				
	Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	6.42									
	Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59	19.99				
	DS3 to DS1 Channel System combination per month			UNC3X	MQ3	144.02	178.54	94.18	33.33	31.90	19.99				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73			19.99				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73	19.99				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73	19.99				
	Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73	19.99				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73			19.99				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00	19.99				
2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.68	105.98	68.43	53.05	10.61	19.99				
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	23.13	105.98	68.43	53.05	10.61	19.99				
	2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.46	105.98	68.43	53.05	10.61	19.99				
	Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0134									
	Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	19.44	40.63	27.47	16.77	6.91	19.99				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00		19.99					
	4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)																	
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	32.59	132.38	94.83	59.35	14.61		19.99					
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	43.89	132.38	94.83	59.35	14.61		19.99					
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	43.38	132.38	94.83	59.35	14.61		19.99					
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0134											
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	17.03	40.63	27.47	16.77	6.91		19.99					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		5.61	5.61	7.00	7.00		19.99					
	DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	12.26											
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	306.36	452.52	264.53	119.75	83.77		19.99					
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	6.42											
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	704.52	279.37	163.12	60.33	58.59		19.99					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		5.61	5.61	7.00	7.00		19.99					
	STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)																	
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	12.26											
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	313.49	452.52	264.53	119.75	83.77		19.99					
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	6.42											
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59		19.99					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00		19.99					
	2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61		19.99					
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61		19.99					
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61		19.99					
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.27											
		Interoffice Transport - Dedicated - DS1 combintion - Facility Termination per month			UNC1X	U1TF1	61.71	89.47	81.99	16.39	14.48		19.99					
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	107.57	91.24	62.71	10.56	9.81		19.99					
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	2.56	6.59	4.73				19.99					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	25.21	117.58	80.03	53.05	10.61		19.99					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	32.76	117.58	80.03	53.05	10.61		19.99					
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.70	117.58	80.03	53.05	10.61		19.99					
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	2.56	6.59	4.73				19.99					

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		5.61	5.61	7.00	7.00	19.99				
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)															
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73	19.99				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73	19.99				
	First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73	19.99				
	Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	6.42									
	Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	704.44	279.37	163.12	60.33	58.59	19.99				
	STS1 to DS1 Channel System combination per month			UNCSX	MQ3	144.02	178.54	94.18	33.33	31.90	19.99				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73			19.99				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	90.87	253.03	157.89	44.80	11.73	19.99				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	155.43	253.03	157.89	44.80	11.73	19.99				
	Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	261.89	253.03	157.89	44.80	11.73	19.99				
	DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	8.64	6.59	4.73			19.99				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		5.61	5.61	7.00	7.00	19.99				
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	29.93	126.66	89.12	59.35	14.61	19.99				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	33.99	126.66	89.12	59.35	14.61	19.99				
	4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	34.74	126.66	89.12	59.35	14.61	19.99				
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0134									
	Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	13.41	40.63	27.47	16.77	6.91	19.99				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00	19.99				
4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	29.93	126.66	89.12	59.35	14.61	19.99				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	33.99	126.66	89.12	59.35	14.61	19.99				
	4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	34.74	126.66	89.12	59.35	14.61	19.99				
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0134									
	Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	13.41	40.63	27.47	16.77	6.91	19.99				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		5.61	5.61	7.00	7.00	19.99				
ADDITIONAL NETWORK ELEMENTS															
	When used as a part of a currently combined facility, the non-recurring charges do not apply, but a Switch As Is charge does apply.														
	When used as ordinality combined network elements in South Carolina, the non-recurring charges apply and the Switch As Is Charge does not.														
	Node (SynchroNet)														
	Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)														
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		5.61	5.61	7.00	7.00	19.99				
	Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		5.61	5.61	7.00	7.00	19.99				

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		5.61	5.61	7.00	7.00		19.99			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		5.61	5.61	7.00	7.00		19.99			
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		5.61	5.61	7.00	7.00		19.99			
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																
		Local Channel - Dedicated - 2-Wire Voice Grade per month			UNCXV	ULDV2	15.33	193.53	33.24	36.72	3.21		19.99			
		Local Channel - Dedicated - 4-Wire Voice Grade per month			UNCXV	ULDV4	16.54	193.97	33.68	37.19	3.68		19.99			
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	42.62	177.87	154.06	22.24	15.30		19.99			
		Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	70.32	177.87	154.06	22.24	15.30		19.99			
		Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	190.68	177.87	154.06	22.24	15.30		19.99			
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	11.93									
		Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULDF3	446.00	452.52	264.53	119.75	83.77		19.99			
		Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	11.93									
		Local Channel - Dedicated - STS-1 - Facility Termination per month			UNCSX	ULDFS	435.10	452.52	264.53	119.75	83.77		19.99			
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
		Exchange Ports														
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																
2-WIRE VOICE GRADE LINE PORT RATES (RES)																
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.65	2.38	2.28	1.42	1.33		19.99			
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.65	2.38	2.28	1.42	1.33		19.99			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.65	2.38	2.28	1.42	1.33		19.99			
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAU	1.65	2.38	2.28	1.42	1.33		19.99			
		Exchange Ports - 2-Wire VG unbundled South Carolina Area Calling port with Caller ID - Res (LW8)			UEPSR	UEPAJ	1.65	2.38	2.28	1.42	1.33		19.99			
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.65	2.38	2.28	1.42	1.33		19.99			
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				19.99			
FEATURES																
		All Available Vertical Features			UEPSR	UEPVF	3.04	0.00	0.00				19.99			
2-WIRE VOICE GRADE LINE PORT RATES (BUS)																
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.65	2.38	2.28	1.42	1.33		19.99			
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.65	2.38	2.28	1.42	1.33		19.99			
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.65	2.38	2.28	1.42	1.33		19.99			
		Exchange Ports - 2-Wire VG unbundled SC extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAZ	1.65	2.38	2.28	1.42	1.33		19.99			
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.65	2.38	2.28	1.42	1.33		19.99			
		Exchange Ports - 2-Wire VG unbundled South Carolina Bus Area Calling Port with Caller ID - Bus (LMB)			UEPSB	UEPAB	1.65	2.38	2.28	1.42	1.33		19.99			
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				19.99			
FEATURES																
		All Available Vertical Features			UEPSB	UEPVF	3.04	0.00	0.00				19.99			
		All Available Vertical Features			UEPSB	UEPVF	3.04	0.00	0.00				19.99			
EXCHANGE PORT RATES (DID & PBX)																
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.65	31.34	14.88	13.97	0.90		19.99			
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.65	31.34	14.88	13.97	0.90		19.99			
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.65	31.34	14.88	13.97	0.90		19.99			
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.65	31.34	14.88	13.97	0.90		19.99			
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90		19.99			

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.65	31.34	14.88	13.97	0.90		19.99				
	2-Wire VICE Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.65	31.34	14.88	13.97	0.90		19.99				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.65	31.34	14.88	13.97	0.90		19.99				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.65	31.34	14.88	13.97	0.90		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.65	31.34	14.88	13.97	0.90		19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.65	31.34	14.88	13.97	0.90		19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.65	31.34	14.88	13.97	0.90		19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.65	31.34	14.88	13.97	0.90		19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.65	31.34	14.88	13.97	0.90		19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.65	31.34	14.88	13.97	0.90		19.99				
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPSP	UEPXT	1.65	31.34	14.88	13.97	0.90		19.99				
	Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				19.99				
FEATURES																
	All Available Vertical Features			UEPSP	UEPSE	3.04	0.00	0.00				19.99				
EXCHANGE PORT RATES (COIN)																
	Exchange Ports - Coin Port					1.65	2.38	2.28	1.42	1.33		19.99				
Local Switching Features offered with Port																
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
EXCHANGE PORT RATES (DID & PBX)																
	Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.86	119.57	18.78	60.03	3.77		19.99				
	Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	73.62	202.47	95.90	72.75	2.47		19.99				
	Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX	UEPSX	13.38	72.93	53.11	47.90	10.76		19.99				
	All Features Offered			UEPTX	UEPSX	3.04	0.00	0.00								
NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.																
NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.																
	Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX	UEPSX	0.00	0.00	0.00								
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	107.44	204.27	101.78	79.35	20.10		19.99				
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
End Office Switching (Port Usage)																
	End Office Switching Function, Per MOU					0.0010519										
	End Office Trunk Port - Shared, Per MOU					0.0002136										
Tandem Switching (Port Usage) (Local or Access Tandem)																
	Tandem Switching Function Per MOU					0.0001634										
	Tandem Trunk Port - Shared, Per MOU					0.0002863										
Common Transport																
	Common Transport - Per Mile, Per MOU					0.0000045										
	Common Transport - Facilities Termination Per MOU					0.0004095										
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																
Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																
End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																
For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section.																
For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.89										
	2-Wire VG Loop/Port Combo - Zone 2		2			21.52										
	2-Wire VG Loop/Port Combo - Zone 3		3			27.17										
UNE Loop Rates																
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	13.76										

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	20.38										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	26.04										
		2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.13	37.93	16.72				19.99				
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.13	37.93	16.72				19.99				
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.13	37.93	16.72				19.99				
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - res			UEPRX	UEPAU	1.13	37.93	16.72				19.99				
		2-Wire voice unbundled South Carolina Area Calling port with Caller ID - res (LW8)			UEPRX	UEPAJ	1.13	37.93	16.72				19.99				
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.13	37.93	16.72				19.99				
		FEATURES															
		All Features Offered			UEPRX	UEPVF	3.04	0.00	0.00				19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		0.10	0.10				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		0.10	0.10				19.99				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			14.89										
		2-Wire VG Loop/Port Combo - Zone 2		2			21.52										
		2-Wire VG Loop/Port Combo - Zone 3		3			27.17										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	13.76										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	20.38										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	26.04										
		2-Wire Voice Grade Line Port (Bus)															
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.13	37.93	16.72				19.99				
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.13	37.93	16.72				19.99				
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.13	37.93	16.72				19.99				
		2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	1.13	37.93	16.72				19.99				
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.13	37.93	16.72				19.99				
		2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	1.13	37.93	16.72				19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
		FEATURES															
		All Features Offered			UEPBX	UEPVF	3.04	0.00	0.00				19.99				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		0.10	0.10				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		0.10	0.10				19.99				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00				19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			14.89										
		2-Wire VG Loop/Port Combo - Zone 2		2			21.52										
		2-Wire VG Loop/Port Combo - Zone 3		3			27.17										

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	13.76											
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	20.38											
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	26.04											
	2-Wire Voice Grade Line Port Rates (RES - PBX)																
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.13	37.93	16.72				19.99					
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00				19.99					
	FEATURES																
	All Features Offered			UEPRG	UEPVF	3.04	0.00	0.00				19.99					
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		7.93	1.91				19.99					
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		7.93	1.91				19.99					
	ADDITIONAL NRCs																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00				19.99					
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34				19.99					
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)																
	UNE Port/Loop Combination Rates																
	2-Wire VG Loop/Port Combo - Zone 1		1			14.89											
	2-Wire VG Loop/Port Combo - Zone 2		2			21.52											
	2-Wire VG Loop/Port Combo - Zone 3		3			27.17											
	UNE Loop Rates																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	13.76											
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	20.38											
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	26.04											
	2-Wire Voice Grade Line Port Rates (BUS - PBX)																
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.13	37.93	16.72				19.99					
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.13	37.93	16.72				19.99					
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.13	37.93	16.72				19.99					
	2-Wire Voice Unbundled 2-Way PBX South Carolina Area Plus Calling Port			UEPPX	UEPXT	1.13	37.93	16.72				19.99					
	LOCAL NUMBER PORTABILITY																
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				19.99					
	FEATURES																
	All Features Offered			UEPPX	UEPVF	3.04	0.00	0.00				19.99					
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		7.93	1.91				19.99					

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		7.93	1.91				19.99				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34				19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.89										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			21.52										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			27.17										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	13.76										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	20.38										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	26.04										
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)			UEPCO	UEPSD	1.13	37.93	16.72				19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSA	1.13	37.93	16.72				19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSH	1.13	37.93	16.72				19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)			UEPCO	UEPSC	1.13	37.93	16.72				19.99				
		2-Wire Coin 2-Way with Operator Screening and: 900 Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCC	1.13	37.93	16.72				19.99				
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT 3YV (SC)			UEPCO	UEPCE	1.13	37.93	16.72				19.99				
		2-Wire Coin 2-W Operator Screen: 900 Block: 900/976, 1+DDD, 011+, Local; Enhanced Call OPT AP7 (SC)			UEPCO	UEPCF	1.13	37.93	16.72				19.99				
		2-Wire Coin Outward without Blocking and without Operator Screening (SC)			UEPCO	UEPSG	1.13	37.93	16.72				19.99				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSF	1.13	37.93	16.72				19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSJ	1.13	37.93	16.72				19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCM	1.13	37.93	16.72				19.99				
		2-Wire Coin Out Operator Screen & Block: 900/976, 1+DDD, 011+, Local; Enhanced Calling OPT 3YW (SC)			UEPCO	UEPCP	1.13	37.93	16.72				19.99				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.13	37.93	16.72				19.99				
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.13	37.93	16.72				19.99				
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	4.05	37.93	16.72				19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		0.10	0.10				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		0.10	0.10				19.99				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				19.99				
		UNBUNDLED REMOTE CALL FORWARDING - RES															
		Non-Recurring															
		UNBUNDLED REMOTE CALL FORWARDING - Bus															

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS		Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CVS/CSD (DMS/5ESS)			UEPPB UEPPR	U1UCD	0.00	0.00	0.00								
		CVS (EWSD)			UEPPB UEPPR	U1UCE	0.00	0.00	0.00								
		CSD			UEPPB UEPPR	U1UCF	0.00	0.00	0.00								
		USER TERMINAL PROFILE															
		User Terminal Profile (EWSD only)			UEPPB UEPPR	U1UMA	0.00	0.00	0.00								
		VERTICAL FEATURES															
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR	UEPVF	3.04	0.00	0.00				19.99				
		INTEROFFICE CHANNEL MILEAGE															
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR	M1GNC	24.30	40.63	27.47	16.77	6.91		19.99				
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR	M1GNM	0.0167	0.00	0.00								
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		176.82										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		241.38										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		347.84										
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	90.87						19.99				
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	155.43						19.99				
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	261.89						19.99				
		UNE Port Rate															
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	85.95	457.30	259.67	124.15	31.83		19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	119.34	78.73				19.99				
		ADDITIONAL NRCs															
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.49	0.49				19.99				
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		11.54	11.54				19.99				
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		23.07	23.07				19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
		New or Additional "B" Channel															
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	14.56					19.99				
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	14.56					19.99				
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	14.56					19.99				
		CALL TYPES															
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7C0	0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
		Interoffice Channel Mileage															
		Fixed Each Including First Mile			UEPPP	1LN1A	77.4815	89.47	81.99	16.39	14.48		19.99				
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3415										
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		149.77										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		214.33										
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		320.78										
		UNE Loop Rates															
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	90.87						19.99				
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	155.43						19.99				

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
						Rec	Nonrecurring		Nonrecurring	Disconnect	OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	261.89						19.99					
	UNE Port Rate																
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	58.90	455.50	253.79	117.55	14.20		19.99					
	NONRECURRING CHARGES - CURRENTLY COMBINED																
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		129.78	67.17				19.99					
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		129.78	67.17				19.99					
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		129.78	67.17				19.99					
	ADDITIONAL NRCs																
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		14.51	14.51				19.99					
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		14.51	14.51				19.99					
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		14.51	14.51				19.99					
	4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		14.51	14.51				19.99					
	BIPOLAR 8 ZERO SUBSTITUTION											19.99					
	B8ZS - Superframe Format			UEPDC	CCOSF		0.00	605.00				19.99					
	B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	605.00				19.99					
	Alternate Mark Inversion																
	AMI - Superframe Format			UEPDC	MCOSF		0.00	0.00									
	AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00									
	Telephone Number/Trunk Group Establishment Charges																
	Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						19.99					
	Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						19.99					
	Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						19.99					
	DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00				19.99					
	DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						19.99					
	DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00				19.99					
	Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00				19.99					
	Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00				19.99					
	Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port																
	Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	77.14	89.47	81.99	16.39	14.48		19.99					
	Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3415	0.00	0.00									
	Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00									
	Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3415	0.00	0.00									
	Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00									
	Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3415	0.00	0.00									
	Local Number Portability, per DSO Activated			UEPDC	LNPCP	3.15	0.00	0.00									
	Central Office Terminating Point			UEPDC	CTG	0.00											
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT																
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations																
	Each System can have up to 24 combinations of rates depending on type and number of ports used																
	UNE DS1 Loop																
	4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	90.87	0.00	0.00									
	4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	155.43	0.00	0.00									
	4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	261.89	0.00	0.00									
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)																
	24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	82.78	0.00	0.00				19.99					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect	OSS Rates(\$)						
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
	48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	165.56	0.00	0.00				19.99				
	96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	331.12	0.00	0.00				19.99				
	144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	496.68	0.00	0.00				19.99				
	192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	662.24	0.00	0.00				19.99				
	240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	827.80	0.00	0.00				19.99				
	288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	993.36	0.00	0.00				19.99				
	384 DSO Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,324.48	0.00	0.00				19.99				
	480 DSO Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	1,655.60	0.00	0.00				19.99				
	576 DSO Channel Capacity -1 per 24 DS1s			UEPMG	VUM57	1,986.72	0.00	0.00				19.99				
	672 DSO Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,317.84	0.00	0.00				19.99				
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System																
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DSO Ports with Feature Activations.																
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.																
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	150.81	8.38				19.99				
System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and																
New (Not Currently Combined) In GA, KY, LA, MS & TN Only																
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69		19.99				
Bipolar 8 Zero Substitution																
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	605.00								
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	605.00								
Alternate Mark Inversion (AMI)																
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port																
Exchange Ports																
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.13	0.00	0.00	0.00	0.00		19.99				
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.13	0.00	0.00	0.00	0.00		19.99				
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.13	0.00	0.00	0.00	0.00		19.99				
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	7.09	0.00	0.00	0.00	0.00		19.99				
Feature Activations - Unbundled Loop Concentration																
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.56	25.45	13.44	4.20	4.17		19.99				
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQUW	0.56	78.31	18.46	59.37	11.60		19.99				
Telephone Number/ Group Establishment Charges for DID Service																
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00								
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
Local Number Portability																
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
FEATURES - Vertical and Optional																
Local Switching Features Offered with Line Side Ports Only																
	All Features Available			UEPPX	UEPVF	3.04	0.00	0.00				19.99				
UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES																
Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.																
These scenarios include:																
1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.																
2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DSO equivalent lines.																
The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).																

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2	Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect				OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
	The Market Rate for unbundled ports includes all available features in all states.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															
	For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.															
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			27.76										
	2-Wire VG Loop/Port Combo - Zone 2		2			34.38										
	2-Wire VG Loop/Port Combo - Zone 3		3			40.04										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	26.04										
	2-Wire Voice Grade Line Port (Res)															
	2-Wire voice unbundled port - residence			UEPRX	UEPRL	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	14.00	90.00	90.00				19.99				
	2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				19.99				
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2		0.00	0.00				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			27.76										
	2-Wire VG Loop/Port Combo - Zone 2		2			34.38										
	2-Wire VG Loop/Port Combo - Zone 3		3			40.04										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	26.04										
	2-Wire Voice Grade Line Port (Bus)															
	2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	14.00	90.00	90.00				19.99				
	2-Wire voice Grade unbundled South Carolina extended local dialing parity port with Caller ID - bus			UEPBX	UEPAZ	14.00	90.00	90.00				19.99				
	2-Wire voice unbundled South Carolina Bus Area Calling Port with Caller ID (LMB)			UEPBX	UEPAB	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES															
	All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				19.99				
	ADDITIONAL NRCs															
	NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			27.76										
	2-Wire VG Loop/Port Combo - Zone 2		2			34.38										
	2-Wire VG Loop/Port Combo - Zone 3		3			40.04										
	UNE Loop Rates															

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	26.04										
	2-Wire Voice Grade Line Port Rates (RES - PBX)															
	2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				19.99				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
	UNE Port/Loop Combination Rates															
	2-Wire VG Loop/Port Combo - Zone 1		1			27.76										
	2-Wire VG Loop/Port Combo - Zone 2		2			34.38										
	2-Wire VG Loop/Port Combo - Zone 3		3			40.04										
	UNE Loop Rates															
	2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	13.76										
	2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	20.38										
	2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	26.04										
	2-Wire Voice Grade Line Port Rates (BUS - PBX)															
	Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00				19.99				
	Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				19.99				
	Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00				19.99				
	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00				19.99				
	LOCAL NUMBER PORTABILITY															
	Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00								
	FEATURES															
	All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				19.99				
	NONRECURRING CHARGES - CURRENTLY COMBINED															
	ADDITIONAL NRCs															
	2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00				19.99				
	2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				19.99				
	PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						7.34	7.34				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
	UNE Port/Loop Combination Rates															
	2-Wire VG Coin Port/Loop Combo – Zone 1		1			27.76										

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B		
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMECA	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			34.38										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			40.04										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	13.76										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	20.38										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	26.04										
		2-Wire Voice Grade Line Port Rates (Coin)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (SC)			UEPCO	UEPSD	14.00	90.00	90.00				19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (AL, KY, LA, MS, SC)			UEPCO	UEPRA	14.00	90.00	90.00				19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSA	14.00	90.00	90.00				19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSH	14.00	90.00	90.00				19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking; with Dialing Parity (SC)			UEPCO	UEPSC	14.00	90.00	90.00				19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCC	14.00	90.00	90.00				19.99				
		2-Wire Coin 2-W Oper Screen & Blocking: 900/976, 1+DDD, 011+ & Local; Enhanced Calling OPT 3YV (SC)			UEPCO	UEPCE	14.00	90.00	90.00				19.99				
		2-Wire Coin 2-W Oper Screen & Block: 900/976, 1+DDD, 011+, & Local; Enhanced Calling OPT AP7 (SC)			UEPCO	UEPCF	14.00	90.00	90.00				19.99				
		2-Wire Coin Outward without Blocking and without Operator Screening (SC)			UEPCO	UEPSG	14.00	90.00	90.00				19.99				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (SC)			UEPCO	UEPSF	14.00	90.00	90.00				19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 011, 900/976, 1+DDD (SC)			UEPCO	UEPSJ	14.00	90.00	90.00				19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (SC)			UEPCO	UEPCM	14.00	90.00	90.00				19.99				
		2-Wire Coin Out Oper Screen & Block: 900/976, 1+DDD, 011+, & Local ; w/ Enhanced Call OPT 3YW (SC)			UEPCO	UEPCP	14.00	90.00	90.00				19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00				19.99				
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET BASED RATES																	
		2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT															
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1			73.68										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2			80.13										
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3			85.46										
		UNE Loop Rates															
		2-Wire Analog Voice Grade Loop - (SL2) - Statewide		sw													
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1	16.68										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1	23.13										
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1	28.46										
		UNE Port Rate															
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1	57.00	600.00	75.00				19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPPX	USAC1		125.00	75.00				19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes Top 8 MSAs only			UEPPX	USA1C		125.00	75.00				19.99				
		ADDITIONAL NRCs															
		2-Wire DID Subsequent Activity - Add Trunks, Per Trunk			UEPPX	USAS1		53.68					19.99				
		Telephone Number/Trunk Group Establishment Charges															
		DID Trunk Termination (One Per Port)			UEPPX	NDT	0.00	0.00	0.00								

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B						
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS		USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring	Nonrecurring	Disconnect	OSS Rates(\$)					
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	UNE Port Rate														
	Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	850.00	1,150.00	1,150.00				19.99			
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-As-Is Top 8 MSAs only			UEPPP	USACP	0.00	950.00	950.00				19.99			
	ADDITIONAL NRCs														
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Subsequent Inward/2-Way Tel Nos - (NC Only)			UEPPP	PR7TG							19.99			
	4-Wire DS1 Loop/4-Wire ISDN Digital Trunk Port - Subsequent Activity Outward tel nos. (NC only)			UEPPP	PR7TP							19.99			
	4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqt Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.9822					19.99			
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		23.02	23.02				19.99			
	4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		46.05	46.05				19.99			
	LOCAL NUMBER PORTABILITY														
	Local Number Portability (1 per port)			UEPPP	LNPCN	1.75									
	INTERFACE (Provisioning Only)														
	Voice/Data			UEPPP	PR71V	0.00	0.00	0.00							
	Digital Data			UEPPP	PR71D	0.00	0.00	0.00							
	Inward Data			UEPPP	PR71E	0.00	0.00	0.00							
	New or Additional "B" Channel														
	New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	40.00								
	New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	40.00								
	New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	40.00								
	CALL TYPES														
	Inward			UEPPP	PR7C1	0.00	0.00	0.00							
	Outward			UEPPP	PR7C0	0.00	0.00	0.00							
	Two-way			UEPPP	PR7CC	0.00	0.00	0.00							
	Interoffice Channel Mileage														
	Fixed Each Including First Mile			UEPPP	1LN1A	77.4815	89.47	81.99	16.39	14.48		19.99			
	Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3415									
	4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT														
	UNE Port/Loop Combination Rates														
	4W DS1 Digital Loop/4W DDITS Trunk Port - Statewide		sw	UEPDC											
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		840.87									
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		905.43									
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		1,011.89									
	4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 4		4	UEPDC											
	UNE Loop Rates														
	4-Wire DS1 Digital Loop - Statewide		sw	UEPDC	USLDC										
	4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	90.87									
	4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	155.43									
	4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	261.89									
	4-Wire DS1 Digital Loop - UNE Zone 4		4	UEPDC	USLDC										
	UNE Port Rate														
	4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	750.00	1,005.07	478.99	213.53	20.94		19.99			
	NONRECURRING CHARGES - CURRENTLY COMBINED														
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-As-Is Top 8 MSAs only			UEPDC	USAC4		259.56	134.33				19.99			
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes Top 8 MSAs only			UEPDC	USAWA		259.56	134.33				19.99			
	4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk Top 8 MSAs only			UEPDC	USAWB		259.56	134.33				19.99			
	ADDITIONAL NRCs														

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring	Nonrecurring	Disconnect	OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4						19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		29.01	29.01			19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		29.01	29.01			19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqtnt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		29.01	29.01			19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqtnt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		29.01	29.01			19.99				
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqtnt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		29.01	29.01			19.99				
	BIPOLAR 8 ZERO SUBSTITUTION															
		B8ZS -Superframe Format			UEPDC	CCOSF		0.00	605.00							
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	605.00							
	Alternate Mark Inversion															
		AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00							
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00							
	Telephone Number/Trunk Group Establishment Charges															
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00					19.99				
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00					19.99				
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00					19.99				
		DID Numbers, Establish Trunk Group and Provide First Group of 20 DID Numbers			UEPDC	NDZ	0.00	0.00	0.00			19.99				
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00					19.99				
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00	0.00	0.00			19.99				
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00			19.99				
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00			19.99				
	Dedicated DS1 (Interoffice Channel Mileage) -															
	FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port															
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	77.14	89.47	81.99	16.39	14.48	19.99				
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3415	0.00	0.00							
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.7598	0.00	0.00							
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.7598	0.00	0.00							
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00							
		Central Office Terminating Point			UEPDC	CTG	0.00									
	4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT															
	System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations															
	A system can have various rate combinations based on type and number of ports used															
	UNE DS1 Loop															
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	90.87	0.00	0.00							
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	155.43	0.00	0.00							
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	261.89	0.00	0.00							
	UNE DSO Channelization Capacities (D4 Channel Bank Configurations)															
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	103.47	0.00	0.00			19.99				
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	206.94	0.00	0.00			19.99				
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	413.88	0.00	0.00			19.99				
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	620.82	0.00	0.00			19.99				
		192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00			19.99				
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,034.70	0.00	0.00			19.99				
		288 DSO Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,241.64	0.00	0.00			19.99				

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	1,655.52	0.00	0.00				19.99			
	480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,069.40	0.00	0.00				19.99			
	576 DS0 Channel Capacity - 1 per 24 DS1s			UEPMG	VUM57	2,483.28	0.00	0.00				19.99			
	672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	2,897.16	0.00	0.00				19.99			
Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations.															
Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
	NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes - Top 8 MSAs Only			UEPMG	USAC4	0.00	150.81	8.38				19.99			
System Additions Where Currently Combined and New (Not Currently Combined)															
In Top 8 MSAs and AL, FL, and NC Only															
	1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation -			UEPMG	VUMD4	0.00	717.71	425.81	149.08	17.69		19.99			
Bipolar 8 Zero Substitution															
	Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	605.00							
	Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	605.00							
Alternate Mark Inversion (AMI)															
	Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00							
	Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00							
Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
Exchange Ports															
	Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	14.00	0.00	0.00	0.00	0.00		19.99			
	Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	14.00	0.00	0.00	0.00	0.00		19.99			
	Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	14.00	0.00	0.00	0.00	0.00		19.99			
	2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	57.00	0.00	0.00	0.00	0.00		19.99			
	2-Wire Channelized PBX Area Calling Service Combination Port (AL Only)			UEPPX	UEPA4										
	2 Wire Channelized PBX Area Calling Service Outgoing Only Port (AL Only)			UEPPX	UEPA3										
Feature Activations - Unbundled Loop Concentration															
	Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.70	40.00	20.00	6.00	5.00		19.99			
	Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.70	110.00	30.00	65.00	20.00		19.99			
Telephone Number/ Group Establishment Charges for DID Service															
	DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00				19.99			
	Estab Trk Grp and Provide 1st 20 DID Nos. (FL,GA, NC,& SC)			UEPPX	NDZ	0.00	0.00	0.00				19.99			
	DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00				19.99			
	Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00				19.99			
	Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00				19.99			
	Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00				19.99			
Local Number Portability															
	Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00							
FEATURES - Vertical and Optional															
Local Switching Features Offered with Line Side Ports Only															
	All Features Available			UEPPX	UEPVF	3.04	0.00	0.00				19.99			
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES															
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.															
UNE-P CENTREX - 5ESS (Valid in All States)															

UNBUNDLED NETWORK ELEMENTS - South Carolina														Attachment: 2		Exhibit: B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect					OSS Rates(\$)			
							First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																
	UNE Port/Loop Combination Rates (Non-Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.89											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		21.52											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		27.17											
	UNE Port/Loop Combination Rates (Design)																
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		17.81											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		24.26											
	2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.59											
	UNE Loop Rate																
	2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	13.76											
	2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	20.38											
	2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	26.04											
	2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.68											
	2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	23.13											
	2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.46											
	UNE Port Rate																
	All States																
	2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.13	40.30	19.90	24.98	6.65		19.99					
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.13	40.30	19.90	24.98	6.65		19.99					
	2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.13	40.30	19.90	24.98	6.65		19.99					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.13	108.36	70.71	54.47	11.94		19.99					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.13	108.36	70.71	54.47	11.94		19.99					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.13	40.30	19.90	24.98	6.65		19.99					
	2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.13	40.30	19.90	24.98	6.65		19.99					
	AL, KY, LA, MS, SC, & TN Only																
	2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.13	40.30	19.90	24.98	6.65		19.99					
	2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.13	40.30	19.90	24.98	6.65		19.99					
	2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.13	40.30	19.90	24.98	6.65		19.99					
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.13	108.36	70.71	54.47	11.94		19.99					
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.13	108.36	70.71	54.47	11.94		19.99					
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.13	40.30	19.90	24.98	6.65		19.99					
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.13	40.30	19.90	24.98	6.65		19.99					
	Local Switching																
	Centrex Intercom Funtionality, per port			UEP95	URECS	0.7996											
	Local Number Portability																
	Local Number Portability (1 per port)			UEP95	LNPCc	0.35											
	Features																
	All Standard Features Offered, per port			UEP95	UEPVF	3.04						19.99					
	All Select Features Offered, per port			UEP95	UEPVS	0.00	406.42					19.99					
	All Centrex Control Features Offered, per port			UEP95	UEPVC	3.04						19.99					
	NARS																
	Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				19.99					
	Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				19.99					
	Unbundled Network Access Register - Outdial			UEP95	UAROx	0.00	0.00	0.00				19.99					

UNBUNDLED NETWORK ELEMENTS - South Carolina												Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							</										

UNBUNDLED NETWORK ELEMENTS - South Carolina

CATEGORY		RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3Basic Local Area			UEP9D	UEPYD	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5209))3 Basic Local Area			UEP9D	UEPYE	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5112))3 Basic Local Area			UEP9D	UEPYF	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5312))3Basic Local Area			UEP9D	UEPYG	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5008))3 Basic Local Area			UEP9D	UEPYT	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5208))3 Basic Local Area			UEP9D	UEPYU	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5216))3 Basic Local Area			UEP9D	UEPYV	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5316))3 Basic Local Area			UEP9D	UEPY3	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID) Basic Local Area			UEP9D	UEPYH	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYW	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication))3 Basic Local Area			UEP9D	UEPYJ	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2 Basic Local Area			UEP9D	UEPYM	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3 Basic Local Area			UEP9D	UEPYO	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3 Basic Local Area			UEP9D	UEPYP	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3 Basic Local Area			UEP9D	UEPYQ	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3 Basic Local Area			UEP9D	UEPYR	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3 Basic Local Area			UEP9D	UEPYS	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3 Basic Local Area			UEP9D	UEPY4	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3 Basic Local Area			UEP9D	UEPY5	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3 Basic Local Area			UEP9D	UEPY6	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3 Basic Local Area			UEP9D	UEPY7	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPYZ	1.13	108.36	70.71	54.47	11.94		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent Basic Local Area			UEP9D	UEPY9	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.13	40.30	19.90	24.98	6.65		19.99				
	AL, KY, LA, MS, SC, & TN Only																
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.13	40.30	19.90	24.98	6.65		19.99				
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.13	40.30	19.90	24.98	6.65		19.99				

UNBUNDLED NETWORK ELEMENTS - South Carolina											Attachment: 2		Exhibit: B			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring	Disconnect	SOMEc	SOMAN	OSS Rates(\$)			
							First	Add'l	First	Add'l			SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.13	40.30	19.90	24.98	6.65		19.99				
	2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.13	40.30	19.90	24.98	6.65		19.99				
	2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.13	40.30	19.90	24.98	6.65		19.99				
	2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.13	40.30	19.90	24.98	6.65		19.99				
	2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.13	108.36	70.71	54.47	11.94		19.99				
	2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.13	40.30	19.90	24.98	6.65		19.99				
	2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.13	40.30	19.90	24.98	6.65		19.99				
	Local Switching															
	Centrex Intercom Funtionality, per port			UEP9D	URECS	0.7996						19.99				
	Local Number Portability															
	Local Number Portability (1 per port)			UEP9D	LNPCC	0.35										
	Features															
	All Standard Features Offered, per port			UEP9D	UEPVF	3.04						19.99				
	All Select Features Offered, per port			UEP9D	UEPVS	0.00	406.42					19.99				
	All Centrex Control Features Offered, per port			UEP9D	UEPVC	3.04						19.99				
												19.99				
	NARS															
	Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				19.99				
	Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				19.99				
	Unbundled Network Access Register - Outdial			UEP9D	UAROY	0.00	0.00	0.00				19.99				
	Miscellaneous Terminations															
	2-Wire Trunk Side															
	Trunk Side Terminations, each			UEP9D	CEND6	8.86	119.57	18.78	60.03	3.77		19.99				
	4-Wire Digital (1.544 Megabits)															
	DS1 Circuit Terminations, each			UEP9D	M1HD1	73.62	202.47	95.90	72.75	2.47		19.99				
	DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	14.51					19.99				
	Interoffice Channel Mileage - 2-Wire															
	Interoffice Channel Facilities Termination			UEP9D	MIGBC	24.30	40.63	27.47	16.77	6.91		19.99				
	Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0167										
	Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
	D4 Channel Bank Feature Activations															
	Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.56						19.99				
	Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.56						19.99				
	Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.56						19.99				
	Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.56						19.99				

UNBUNDLED NETWORK ELEMENTS - South Carolina													Attachment: 2		Exhibit: B			
CATEGORY		RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)						Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)						
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.56						19.99					
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9D	1PQWQ	0.56						19.99					
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.56						19.99					
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex																
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		37.93	16.72				19.99					
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	668.70					19.99					
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	668.70					19.99					
		NAR Establishment Charge, Per Occasion			UEP9D	URECA	0.00	72.89					19.99					
		Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD																
		Note 2 - Requires Interoffice Channel Mileage																
		Note 3 - Requires Specific Customer Premises Equipment																
		NOTE: Rates displaying an "R" in Interim column are interim and subject to rate true-up as set forth in General Terms and Conditions.																

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: C	
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)				
								First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
		The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to Internet Website: http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm														
OPERATIONAL SUPPORT SYSTEMS																
	NOTE: (1) Electronic Service Order: CLEC should contact its contract negotiator if it prefers the state specific electronic service ordering charges as ordered by the State Commissions. The electronic service ordering charge currently contained in this rate exhibit is the BellSouth regional electronic service ordering charge. CLEC may elect either the state specific Commission ordered rates for the electronic service ordering charges, or CLEC may elect the regional electronic service ordering charge.															
	NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Business Rules for Local Ordering (BBR-LO) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the BBR-LO, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.															
		Electronic OSS Charge, per LSR, submitted via BST's OSS interactive interfaces (Regional)				SOME C		3.50								
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		13.19	31.99	20.02	10.65	1.41		19.99		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		17.23	31.99	20.02	10.65	1.41		19.99		
		2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		22.53	31.99	20.02	10.65	1.41		19.99		
		Loop Testing - Basic 1st Half Hour			UEANL	URET1			78.92	78.92				19.99		
		Loop Testing - Basic Additional Half Hour			UEANL	URETA			23.33	23.33				19.99		
		Engineering Information Document (EI)			UEANL				28.80	28.80						
		Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			36.52	36.52						
		Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL		34.29	34.29							
	2-WIRE Unbundled COPPER LOOP															
		2-Wire Unbundled Copper Loop - Non-Designed Zone 1	I	1	UEQ	UEQ2X		13.19	31.99	20.02	10.65	1.41		19.99		
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	I	2	UEQ	UEQ2X		17.23	31.99	20.02	10.65	1.41		19.99		
		2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	I	3	UEQ	UEQ2X		22.53	31.99	20.02	10.65	1.41		19.99		
		Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC			36.52	36.52				19.99		
		Engineering Information Document			UEQ				28.80	28.80				19.99		
		Loop Testing - Basic 1st Half Hour			UEQ	URET1			78.92	78.92				19.99		
		Loop Testing - Basic Additional Half Hour			UEQ	URETA			23.33	23.33				19.99		
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	I	1	UEPSR UEPSB	UEALS		13.19	31.99	20.02	10.65	1.41		19.99		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1	I	1	UEPSR UEPSB	UEABS		13.19	31.99	20.02	10.65	1.41		19.99		
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	I	2	UEPSR UEPSB	UEALS		17.23	31.99	20.02	10.65	1.41		19.99		
		2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2	I	2	UEPSR UEPSB	UEABS		17.23	31.99	20.02	10.65	1.41		19.99		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	I	3	UEPSR UEPSB	UEALS		22.53	31.99	20.02	10.65	1.41		19.99		
		2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3	I	3	UEPSR UEPSB	UEABS		22.53	31.99	20.02	10.65	1.41		19.99		
UNBUNDLED EXCHANGE ACCESS LOOP																
	2-WIRE ANALOG VOICE GRADE LOOP															
		CLEC to CLEC Conversion Charge without outside dispatch (UVL-SL1)			UEANL	UREWO		31.99	20.02					19.99		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2		16.56	75.06	48.20	28.70	17.64		19.99		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2		21.63	75.06	48.20	28.70	17.64		19.99		
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2		28.28	75.06	48.20	28.70	17.64		19.99		
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL			34.29							
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2		16.56	75.06	48.20	28.70	17.64		19.99		

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	21.63	75.06	48.20	28.70	17.64		19.99				
		2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	28.28	75.06	48.20	28.70	17.64		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UEA	UREWO		75.06	38.34				19.99				
		4-WIRE ANALOG VOICE GRADE LOOP															
		4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	24.70	122.76	85.57	76.35	39.16		19.99				
		4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	32.25	122.76	85.57	76.35	39.16		19.99				
		4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	42.17	122.76	85.57	76.35	39.16		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UEA	OCOSL		34.29									
		2-WIRE ISDN DIGITAL GRADE LOOP															
		2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	22.22	142.76	88.88	76.35	39.16		19.99				
		2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	29.02	142.76	88.88	76.35	39.16		19.99				
		2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	37.95	142.76	88.88	76.35	39.16		19.99				
		Order Coordination For Specified Conversion Time (per LSR)			UDN	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UDN	UREWO		121.37	33.14				19.99				
		2-WIRE Universal Digital Channel (UDC) COMPATIBLE LOOP															
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 1		1	UDC	UDC2X	21.15	228.92	152.42	110.01	21.63		19.99				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 2		2	UDC	UDC2X	27.62	228.92	152.42	110.01	21.63		19.99				
		2-Wire Universal Digital Channel (UDC) Compatible Loop - Zone 3		3	UDC	UDC2X	36.12	228.92	152.42	110.01	21.63		19.99				
		CLEC to CLEC Conversion Charge without outside dispatch			UDC	UREWO		121.37	33.14				19.99				
		2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP															
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	13.82	270.01	234.63	74.54	39.14		19.99				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	18.05	270.01	234.63	74.54	39.14		19.99				
		2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	23.60	270.01	234.63	74.54	39.14		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservat - Zone 1	I	1	UAL	UAL2W	13.82	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservat - Zone 2	I	2	UAL	UAL2W	18.05	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3	I	3	UAL	UAL2W	23.60	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UAL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UAL	UREWO		31.99	20.02				19.99				
		2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.83	270.01	234.63	74.54	39.14		19.99				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	14.15	270.01	234.63	74.54	39.14		19.99				
		2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	18.50	270.01	234.63	74.54	39.14		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL2W	10.83	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL2W	14.15	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL2W	18.50	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02				19.99				
		4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.93	279.60	244.22	74.54	39.14		19.99				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	18.20	279.60	244.22	74.54	39.14		19.99				
		4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	23.80	279.60	244.22	74.54	39.14		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1	I	1	UHL	UHL4W	13.93	31.99	20.02	10.65	1.41		19.99				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2	I	2	UHL	UHL4W	18.20	31.99	20.02	10.65	1.41		19.99				
		4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3	I	3	UHL	UHL4W	23.80	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UHL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch	I		UHL	UREWO		31.99	20.02				19.99				
		4-WIRE DS1 DIGITAL LOOP															
		4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	57.73	313.08	219.72	96.86	40.45		19.99				
		4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	75.40	313.08	219.72	96.86	40.45		19.99				
		4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	98.59	313.08	219.72	96.86	40.45		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			USL	OCOSL		34.59									
		CLEC to CLEC Conversion Charge without outside dispatch			USL	UREWO		130.47	40.11				19.99				
		4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP															
		4 Wire Unbundled Digital 19.2 Kbps		1	UDL	UDL19	31.10	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital 19.2 Kbps		2	UDL	UDL19	40.61	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital 19.2 Kbps		3	UDL	UDL19	53.11	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	31.10	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	40.61	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	53.11	207.01	141.38	90.70	44.18		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	31.10	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	40.61	207.01	141.38	90.70	44.18		19.99				
		4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	53.11	207.01	141.38	90.70	44.18		19.99				
		Order Coordination for Specified Conversion Time (per LSR)			UDL	OCOSL		34.29									
		CLEC to CLEC Conversion Charge without outside dispatch			UDL	UREWO		131.89	38.75				19.99				
		2-WIRE Unbundled COPPER LOOP															
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Zone 1	I	1	UCL	UCLPB	13.19	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Zone 2	I	2	UCL	UCLPB	17.23	31.99	20.02	10.65	1.41		19.99				
		2 Wire Unbundled Copper Loop/Short including manual service inquiry & fac. reservation - Zone 3	I	3	UCL	UCLPB	22.53	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCLPW	13.19	31.99	20.02	10.65	1.41		19.99				
		2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCLPW	17.23	31.99	20.02	10.65	1.41		19.99				
		2-Wire Unbundled Copper Loop/Short without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCLPW	22.53	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		2-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 1	I	1	UCL	UCL2L	13.19	31.99	20.02	10.65	1.41		19.99				
		2-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 2	I	2	UCL	UCL2L	17.23	31.99	20.02	10.65	1.41		19.99				
		2-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 3	I	3	UCL	UCL2L	22.53	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL2W	13.19	31.99	20.02	10.65	1.41		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL2W	17.23	31.99	20.02	10.65	1.41		19.99				
		2-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL2W	22.53	31.99	20.02	10.65	1.41		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02				19.99				
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-ND)	I		UEQ	UREWO		31.99	20.02				19.99				
		4-WIRE COPPER LOOP															
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4S	24.70	122.76	85.57	76.35	39.16		19.99				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4S	32.25	122.76	85.57	76.35	39.16		19.99				
		4-Wire Copper Loop/Short - including manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4S	42.17	122.76	85.57	76.35	39.16		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 1	I	1	UCL	UCL4W	24.70	122.76	85.57	76.35	39.16		19.99				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 2	I	2	UCL	UCL4W	32.25	122.76	85.57	76.35	39.16		19.99				
		4-Wire Copper Loop/Short - without manual service inquiry and facility reservation - Zone 3	I	3	UCL	UCL4W	42.17	122.76	85.57	76.35	39.16		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 1	I	1	UCL	UCL4L	24.70	122.76	85.57	76.35	39.16		19.99				
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 2	I	2	UCL	UCL4L	32.25	122.76	85.57	76.35	39.16		19.99				
		4-Wire Unbundled Copper Loop/Long - includes manual svc inquiry and facility reservation - Zone 3	I	3	UCL	UCL4L	42.17	122.76	85.57	76.35	39.16		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 1	I	1	UCL	UCL4O	24.70	122.76	85.57	76.35	39.16		19.99				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 2	I	2	UCL	UCL4O	32.25	122.76	85.57	76.35	39.16		19.99				
		4-Wire Unbundled Copper Loop/Long - without manual svc. inquiry and facility reservation - Zone 3	I	3	UCL	UCL4O	42.17	122.76	85.57	76.35	39.16		19.99				
		Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		36.52	36.52								
		CLEC to CLEC Conversion Charge without outside dispatch (UCL-Des)	I		UCL	UREWO		31.99	20.02				19.99				
LOOP MODIFICATION																	
		Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft	I		UAL, UHL, UCL, UEQ	ULM2L		65.40	65.40				19.99				
		Unbundled Loop Modification, Removal of Load Coils - 2 wire greater than 18k ft	I		UCL, ULS	ULM2G		710.71	23.77				19.99				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft	I		UHL, UCL	ULM4L		65.40	65.40				19.99				
		Unbundled Loop Modification Removal of Load Coils - 4 Wire pair greater than 18k ft	I		UCL	ULM4G		710.71	23.77				19.99				
		Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop	I		UAL, UHL, UCL, UEQ	ULMBT		65.44	65.44				19.99				
SUB-LOOPS																	
		Sub-Loop Distribution															
		Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up	I		UEANL	USBSA		517.25	517.25				19.99				
		Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up	I		UEANL	USBSB		42.68	42.68				19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: C					
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up	I		UEANL	USBSC		313.01	313.01				19.99				
		Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up	I		UEANL	USBSD		108.06	108.06				19.99				
		Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Statewide		sw	UEANL	USBN2	10.02	148.84	112.34	73.14	36.65		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	7.30	147.93	75.11	99.96	16.98		19.99				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	9.54	147.93	75.11	99.96	16.98		19.99				
		Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	12.47	147.93	75.11	99.96	16.98		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 2-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR2	1.35	94.56	29.35				19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		Sub-Loop 4-Wire Intrabuilding Network Cable (INC)	I		UEANL	USBR4	2.26	116.14	37.10				19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		34.29	34.29								
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS2X	5.16	110.71	37.89	94.41	13.09		19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS2X	6.74	110.71	37.89	94.41	13.09		19.99				
		2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS2X	8.81	110.71	37.89	94.41	13.09		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1	I	1	UEF	UCS4X	6.52	117.12	44.30	99.96	16.98		19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2	I	2	UEF	UCS4X	8.52	117.12	44.30	99.96	16.98		19.99				
		4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3	I	3	UEF	UCS4X	11.14	117.12	44.30	99.96	16.98		19.99				
		Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		34.29	34.29								
		Unbundled Sub-Loop Modification															
		Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		335.36	7.82				19.99				
		Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		335.36	7.82				19.99				
		Unbundled Sub-loop Modification - 2-w/4-w Copper Dist Bridged Tap Removal, per PR unloaded			UEF	ULM4T		528.48	9.74				19.99				
		Unbundled Network Terminating Wire (UNTW)															
		Unbundled Network Terminating Wire (UNTW) per Pair	I		UENTW	UENPP	0.4555	2.48	2.48				19.99				
		Network Interface Device (NID)															
		Network Interface Device (NID) - 1-2 lines			UENTW	UND12		89.69	54.56	0.6391	0.6391		19.99				
		Network Interface Device (NID) - 1-6 lines			UENTW	UND16		129.65	94.51	0.6522	0.6522		19.99				
		Network Interface Device Cross Connect - 2 W			UENTW	UNDC2		11.11	11.11				19.99				
		Network Interface Device Cross Connect - 4W			UENTW	UNDC4		11.11	11.11				19.99				
SUB-LOOPS																	
		Sub-Loop Feeder															
		USL-Feeder, DS0 Set-up per Cross Box location - CLEC Distribution Facility set-up			UEA, UDN,UCL,UDL	USBFW		517.25					19.99				
		USL Feeder - DS0 Set-up per Cross Box location - per 25 pair set-up			UEA, UDN,UCL,UDL	USBFX		42.68	42.68				19.99				
		USL Feeder DS1 Set-up at DSX location, per DS1 termination			USL	USBFZ		531.04	11.34				19.99				
		Unbundled Sub-Loop Feeder Loop, 2 Wire Ground-Start, Voice Grade- Statewide		sw	UEA	USBFA	12.05	122.24	85.05	76.35	39.16		19.99				
		Order Coordination for Specified Conversion Time, per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Loop-Start, Voice Grade - Statewide		sw	UEA	USBFB	12.05	122.24	85.05	76.35	39.16		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: C		
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Order Coordination for Specified Time Conversion, per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire Reverse Battery, Voice Grade Loop - Statewide		sw	UEA	USBFC	12.05	122.24	85.05	76.35	39.16		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 1		1	UEA	USBFD	21.52	137.31	61.93	118.04	30.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground-Start, Voice Grade - Zone 2		2	UEA	USBFD	28.11	137.31	61.93	118.04	30.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Ground Start, Voice Grade - Zone 3		3	UEA	USBFD	36.76	137.31	61.93	118.04	30.13		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 1		1	UEA	USBFE	21.52	137.31	61.93	118.04	30.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 2		2	UEA	USBFE	28.11	137.31	61.93	118.04	30.13		19.99				
		Unbundled Sub-Loop Feeder Loop, 4 Wire Loop-Start, Voice Grade - Zone 3		3	UEA	USBFE	36.76	137.31	61.93	118.04	30.13		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UEA	OCOSL		34.29									
		Unbundled Sub-Loop Feeder Loop, 2 Wire ISDN BRI - Zone 1		1	UDN	USBFF	16.11	142.83	67.45	104.67	18.53		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 2		2	UDN	USBFF	21.04	142.83	67.45	104.67	18.53		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire ISDN BRI - Zone 3		3	UDN	USBFF	27.51	142.83	67.45	104.64	18.53		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			UDN	OCOSL		34.29									
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		1	UDC	USBFS	16.11	142.83	67.45	104.67	18.53		19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		2	UDC	USBFS	21.04	142.83	67.45	104.67	18.53		19.99				
		Unbundled Sub-Loop Feeder, 2 Wire UDC (IDSL compatible)		3	UDC	USBFS	27.51	142.83	67.45	104.64	18.53		19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 1		1	USL	USBFG	39.74	116.00	40.62	106.82	18.91		19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 2		2	USL	USBFG	51.90	116.00	40.62	106.82	18.91		19.99				
		Unbundled Sub-Loop Feeder Loop, 4-Wire DS1 - Zone 3		3	USL	USBFG	67.86	116.00	40.62	106.82	18.91		19.99				
		Order Coordination For Specified Conversion Time, Per LSR			USL	OCOSL		34.29									
		Unbundled Sub-Loop Feeder, 2-Wire Copper Loop - Zone 1		1	UCL	USBFH	9.52	114.27	38.89	104.64	18.53		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 2		2	UCL	USBFH	12.43	114.27	38.89	104.64	18.53		19.99				
		Unbundled Sub-Loop Feeder Loop, 2-Wire Copper Loop - Zone 3		3	UCL	USBFH	16.26	114.27	38.89	104.64	18.53		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 1		1	UCL	USBFJ	14.37	123.41	48.03	110.44	22.53		19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 2		2	UCL	USBFJ	18.76	123.41	48.03	110.44	22.53		19.99				
		Sub-Loop Feeder - Per 4-Wire Copper Loop - Zone 3		3	UCL	USBFJ	24.53	123.41	48.03	110.44	22.53		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UCL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		1	UDL	USBFN	26.06	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		2	UDL	USBFN	34.03	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 19.2 Kbps Digital Grade Loop		3	UDL	USBFN	44.50	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFO	26.06	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFO	34.03	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 56 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFO	44.50	116.00	40.62	106.82	18.91		19.99				
		Order Coordination For Specified Time Conversion, per LSR			UDL	OCOSL		34.29									
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 1		1	UDL	USBFP	26.06	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 2		2	UDL	USBFP	34.03	116.00	40.62	106.82	18.91		19.99				
		Sub-Loop Feeder - Per 4-Wire 64 Kbps Digital Grade Loop - Zone 3		3	UDL	USBFP	44.50	116.00	40.62	106.82	18.91		19.99				
		Order Coordination For Specified Conversion Time, per LSR			UDL	OCOSL		34.29									
SUB-LOOPS																	
	Sub-Loop Feeder																

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
		Sub Loop Feeder - DS3 - Per Mile Per Month			UE3	1L5SL	14.11										
		Sub Loop Feeder - DS3 - Facility Termination Per Month			UE3	USBF1	333.26	3,390.00	407.68	165.17	501.31		19.99				
		Sub Loop Feeder – STS-1 – Per Mile Per Month			UDLSX	1L5SL	14.11										
		Sub Loop Feeder - STS-1 - Facility Termination Per Month			UDLSX	USBF7	359.02	3,390.00	407.68	165.17	501.31		19.99				
		Sub Loop Feeder – OC-3 – Per Mile Per Month			UDLO3	1L5SL	10.71										
		Sub Loop Feeder - OC-3 - Facility Termination Protection Per Month			UDLO3	USBF5	56.64										
		Sub Loop Feeder - OC-3 - Facility Termination Per Month			UDLO3	USBF2	546.31	3,390.00	407.68	165.17	501.31		19.99				
		Sub Loop Feeder - OC-12 - Per Mile Per Month			UDL12	1L5SL	13.18										
		Sub Loop Feeder - OC-12 - Facility Termination Protection Per Month			UDL12	USBF6	639.98										
		Sub Loop Feeder - OC-12 - Facility Termination Per Month			UDL12	USBF3	1,697.00	3,390.00	407.68	165.17	501.31		19.99				
		Sub Loop Feeder - OC-48 - Per Mile Per Month			UDL48	1L5SL	43.22										
		Sub Loop Feeder - OC-48 - Facility Termination Protection Per Month			UDL48	USBF9	320.36										
		Sub Loop Feeder - OC-48 - Facility Termination Per Month			UDL48	USBF4	1,457.00	3,576.00	407.68	165.17	501.31		19.99				
		Sub Loop Feeder - OC-12 Interface On OC-48			UDL48	USBF8	361.44	789.41	407.68	165.17	501.31		19.99				
UNBUNDLED LOOP CONCENTRATION																	
		Loop Channelization System			ULC	ULCCS	307.07	307.34	74.37	4.18			19.99				
		CO Channel Interface - 2-Wire Voice Grade			ULC	ULCC2	1.20	9.57	9.52	8.66	8.60		19.99				
		Unbundled Loop Concentration - System A (TR008)			ULC	UCT8A	500.18	613.60	613.60				19.99				
		Unbundled Loop Concentration - System B (TR008)			ULC	UCT8B	54.82	255.67	255.67				19.99				
		Unbundled Loop Concentration - System A (TR303)			ULC	UCT3A	539.00	613.60	613.60				19.99				
		Unbundled Loop Concentration - System B (TR303)			ULC	UCT3B	92.37	255.67	255.67				19.99				
		Unbundled Loop Concentration - DS1 Loop Interface Card			ULC	UCTCO	6.23	74.39	53.07	30.23	8.46		19.99				
		Unbundled Loop Concentration - ISDN Loop Interface (Brite Card)			UDN	ULCC1	8.46	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - UDC Loop Interface (Brite Card)			UDC	ULCCU	8.46	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - -2 Wire Voice-Loop Start or Ground Start Loop Interface (POTS Card)			UEA	ULCC2	2.32	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - 2 Wire Voice - Reverse Battery Loop Interface (SPOTS Card)			UEA	ULCCR	12.45	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - 4 Wire Voice Loop Interface (Specials Card)			UEA	ULCC4	7.53	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - TEST CIRCUIT Card			ULC	UCTTC	35.77	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - Digital 19.2 Kbps Data Loop Interface			UDL	ULCC7	11.03	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - Digital 56 Kbps Data Loop Interface			UDL	ULCC5	11.03	8.69	8.65	9.71	9.65		19.99				
		Unbundled Loop Concentration - Digital 64 Kbps Data Loop Interface			UDL	ULCC6	11.03	8.69	8.65	9.71	9.65		19.99				
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		NID - Dispatch and Service Order for NID installation			UENTW	UNDBX											
		UNTW Circuit Id Establishment, Provisioning Only - No Rate			UENTW	UENCE											
		Unbundled Contract Name, Provisioning Only - No Rate			UEANL,UEF,UEQ,UE	UNEEN											
UNE OTHER, PROVISIONING ONLY - NO RATE																	
		Unbundled Contact Name, Provisioning Only - no rate			UAL,UCL,UDC,UDL,U	UNEEN	0.00	0.00									
		Unbundled Sub-Loop Feeder-2 Wire Cross Box Jumper - no rate			UEA,UDN,UCL,UDC	USBFQ	0.00	0.00									
		Unbundled Sub-Loop Feeder-4 Wire Cross Box Jumper - no rate			UEA,USL,UCL,UDL	USBFR	0.00	0.00									
		Unbundled DS1 Loop - Superframe Format Option - no rate			USL	CCOSF	0.00	0.00									
		Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL	CCOEF	0.00	0.00									
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
NOTE: 4 month minimum billing period																	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	374.24	595.37	304.50	234.83	170.16		19.99				
		High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	389.35	595.37	304.50	215.82	151.15		19.99				
		High Capacity Unbundled Local Loop - OC3 - Per Mile per month			UDLO3	1L5ND	6.97										
		High Capacity Unbundled Local Loop - OC3 - 4-fiber Facility Termination per month			UDLO3	UDL34	618.88	787.84	262.31	109.04	105.91		19.99				
		High Capacity Unbundled Local Loop - OC12 - Per Mile per month			UDL12	1L5ND	8.58										
		High Capacity Unbundled Local Loop - OC12 - 4-fiber Facility Termination per month			UDL12	UDL24	2,246.28	992.37	262.31	109.04	105.91		19.99				
		High Capacity Unbundled Local Loop - OC48 - per mile per month			UDL48	1L5ND	28.14										
		High Capacity Unbundled Local Loop - OC48 - 4-fiber Facility Termination per month			UDL48	UDL44	1,490.00	1,190.00	255.01	128.05	124.92		19.99				
Note (1): Rates provided in TN for both electronic and manual Loop Makeup are interim and subject to retro-active true-up adjustments pending a permanent rate ruling on these rate elements from the Tennessee Regulatory Authority. The interim rates offer																	
LOOP MAKE-UP																	
		Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).	I		UMK	UMKLW		0.76	0.76								
		Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).	I		UMK	UMKLP		0.76	0.76								
		Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)	I		UMK	PSUMK		0.76	0.76								
HIGH FREQUENCY SPECTRUM																	
SPLITTERS-CENTRAL OFFICE BASED																	
		Line Sharing Splitter, per System 96 Line Capacity	I		ULS	ULSDA	100.00	150.00	0.00	0.00	0.00		19.99				
		Line Sharing Splitter, per System 24 Line Capacity	I		ULS	ULSDB	25.00	150.00	0.00	0.00	0.00		19.99				
		Line Sharing-DLEC Owned Splitter in CO-CFA activation-deactivation (per LSOD)	I		ULS	ULSDG		163.06		92.71			19.99				
END USER ORDERING-CENTRAL OFFICE BASED-HIGH FREQUENCY SPECTRUM AKA LINE SHARING																	
		Line Sharing - per Line Activation (BST owned Splitter)	I		ULS	ULSDC	0.61	40.00	31.39	0.00	0.00		19.99				
		Line Sharing - per Subsequent Activity per Line Rearrangement(BST Owned Splitter)	I		ULS	ULSDS		30.00	15.00				19.99				
		Line Sharing - per Subsequent Activity per Line Rearrangement(DLEC Owned Splitter)	I		ULS	ULSCS		30.00	15.00				19.99				
		Line Sharing - per Line Activation (DLEC owned Splitter)	I		ULS	ULSCC	0.61	47.44	19.31	0.00	0.00		19.99				
		Line Splitting - per line activation DLEC owned splitter	I		UEPSR UEPSB	UREOS	0.61										
		Line Splitting - per line activation BST owned - physical	I		UEPSR UEPSB	UREBP	0.97	48.96	21.39	35.06	10.79		19.99				
		Line Splitting - per line activation BST owned - virtual	I		UEPSR UEPSB	UREBV	0.91	48.96	21.39	35.06	10.79		19.99				
UNBUNDLED TRANSPORT																	
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
		Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV2	18.58	55.39	17.37	27.96	3.51		19.99				
		Interoffice Channel - Dedicated Transpor t- 2-Wire Voice Grade Rev Bat. - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport- 2- Wire VG Rev Bat. - Facility Termination per month			U1TVX	U1TR2	18.58	55.39	17.37	27.96	3.51		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Channel - Dedicated Transport - 4-Wire Voice Grade - Per Mile per month			U1TVX	1L5XX	0.0054										
		Interoffice Channel - Dedicated Transport - 4- Wire Voice Grade - Facility Termination per month			U1TVX	U1TV4	24.09	37.87	26.02	30.78	13.07		19.99				
		Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			U1TDX	U1TD5	17.98	55.39	17.37	27.96	3.51		19.99				
		Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			U1TDX	1L5XX	0.0174										
		Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			U1TDX	U1TD6	17.98	55.39	17.37	27.96	3.51		19.99				
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1															
		Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.3562										
		Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			U1TD1	U1TF1	77.86	112.40	76.27	19.55	14.99		19.99				
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3															
		Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	848.99	395.29	176.56	109.04	105.91		19.99				
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- STS-1															
		Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	2.34										
		Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination per month			U1TS1	U1TFS	849.30	395.29	176.56	109.04	105.91		19.99				
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- Ocn															
		Interoffice Channel - Dedicated Transport - OC3 - Per Mile per month			U1TO3	1L5XX	4.43										
		Interoffice Channel - Dedicated Transport - OC3 - 4-fiber Facility Termination per month			U1TO3	U1T3F	2,361.11	689.30	163.78	109.04	105.91		19.99				
		Interoffice Channel - Dedicated Transport - OC12 - Per Mile per month			U1T12	1L5XX	14.41										
		Interoffice Channel - Dedicated Transport - OC12 - 4-fiber Facility Termination per month			U1T12	U1T2F	9,124.11	893.84	163.78	109.04	105.91		19.99				
		Interoffice Channel - Dedicated Transport- OC48 - Per Mile per month			U1T48	1L5XX	26.52										
		Interoffice Channel - Dedicated Transport - OC48 - 4-fiber Facility Termination per month			U1T48	U1T4F	13,229.11	893.84	163.78	109.04	105.91		19.99				
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months															
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 1		1	ULDVX	ULDV2	17.18	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 2		2	ULDVX	ULDV2	22.44	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 2-Wire Voice Grade per month - Zone 3		3	UNDVX	ULDV2	29.34	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 2-Wire Voice Grade Rev Bat per month			ULDVX	ULDR2						19.99					
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per month - Zone 1		1	ULDVX	ULDR2	17.18	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 2		2	ULDVX	ULDR2	22.44	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 2-Wire Voice Grade Rev. Bat. Per Month - Zone 3		3	ULDVX	ULDR2	29.34	199.33	24.16	54.81	4.80						
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 1		1	UNDVX	ULDV4	18.18	201.53	24.83	55.52	5.51						

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 2		2	UNDVX	ULDV4	23.74	201.53	24.83	55.52	5.51						
		Local Channel - Dedicated - 4-Wire Voice Grade per month - Zone 3		3	UNDVX	ULDV4	31.05	201.53	24.83	55.52	5.51						
		Local Channel - Dedicated - DS1 per month - Zone 1		1	ULDD1	ULDF1	36.24	277.35	233.26	33.18	22.30						
		Local Channel - Dedicated - DS1 per month - Zone 2		2	ULDD1	ULDF1	47.33	277.35	233.26	33.18	22.30						
		Local Channel - Dedicated - DS1 per month - Zone 3		3	ULDD1	ULDF1	61.89	277.35	233.26	33.18	22.30						
		Local Channel - Dedicated - DS3 - Per Mile per month			ULDD3	1L5NC	7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per month			ULDD3	ULDF3	611.30	595.37	304.50	215.82	151.15	19.99					
		Local Channel - Dedicated - STS-1- Per Mile per month			ULDS1	1L5NC	7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			ULDS1	ULDFS	599.59	588.07	297.20	215.82	151.15	19.99					
		Local Channel - Dedicated - OC3 - Per Mile per month			ULDO3	1L5NC	6.00										
		Local Channel - Dedicated - OC3 - 4-fiber Facility Termination per month			ULDO3	ULD34	1,320.28	787.84	262.31	109.04	105.91	19.99					
		Local Channel - Dedicated - OC12 - Per Mile per month			ULD12	1L5NC	8.58										
		Local Channel - Dedicated - OC12 - 4-fiber Facility Termination per month			ULD12	ULD24	7,849.28	992.37	262.31	109.04	105.91	19.99					
		Local Channel - Dedicated - OC48 - Per Mile per month			ULD48	1L5NC	28.14										
		Local Channel - Dedicated - OC48 - 4-fiber Facility Termination per month			ULD48	ULD44	1,908.11	985.07	255.01	109.04	105.91	19.99					
UNBUNDLED TRANSPORT																	
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC3															
		Interoffice Channel - Dedicated Transport - OC3 - Per Mile per month			U1T03	1L5XX	\$4.43										
		Interoffice Channel - Dedicated Transport - OC3 - 2 fiber Facility Termination per month			U1T03	U1T3F	\$2,361.11	\$689.30	\$163.78	\$130.87	\$130.87	19.99					
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT - OC12															
		Interoffice Channel - Dedicated Transport - OC12 - Per Mile per month			U1T12	1L5XX	\$14.41										
		Interoffice Channel - Dedicated Transport - OC12 - 2 fiber Facility Termination per month			U1T12	U1T2F	\$9,124.11	\$893.84	\$163.78	\$130.87	\$130.87	19.99					
		INTEROFFICE CHANNEL - DEDICATED TRANSPORT- OC48															
		Interoffice Channel - Dedicated Transport- OC48 - Per Mile per month			U1T48	1L5XX	\$26.52										
		Interoffice Channel - Dedicated Transport - OC48 - 2 fiber Facility Termination per month			U1T48	U1T4F	\$13,229.11	\$894.84	\$163.78	\$109.04	\$105.91	19.99					
		LOCAL CHANNEL - DEDICATED TRANSPORT															
		NOTE: LOCAL CHANNEL DEDICATED TRANSPORT - minimum billing period - below DS3=one month, DS3 and above=four months															
		Local Channel - Dedicated - OC3 - Per Mile per month			ULDO3	1L5NC	\$6.97										
		Local Channel - Dedicated - OC3 -2 Fiber- Facility Termination per month			ULDO3	ULD32	\$1,320.28	\$787.84	\$262.31	\$109.04	\$105.91	19.99					
		Local Channel - Dedicated - OC12 - Per Mile per month			ULD12	1L5NC	\$8.58										
		Local Channel - Dedicated - OC12 - 2 Fiber - Facility Termination per month			ULD12	ULD22	\$7,849.28	\$992.37	\$262.31	\$109.04	\$105.91	19.99					
		Local Channel - Dedicated - OC48 - Per Mile per month			ULD48	1L5NC	\$28.14										
		Local Channel - Dedicated - OC48 - 2 Fiber Facility Termination per month			ULD48	ULD42	\$1,908.11	\$985.07	\$255.01	\$109.04	\$105.91	19.99					
HIGH CAPACITY UNBUNDLED LOCAL LOOP																	
		NOTE: 4 month minimum billing period															
		High Capacity Unbundled Local Loop - OC3 - Per Mile per month			UDLO3	1L5ND	\$6.97										
		High Capacity Unbundled Local Loop - OC3 - 2 Fiber - Facility Termination per month			UDLO3	UDL32	\$618.88	\$787.84	\$262.31	\$109.04	\$105.91	19.99					

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		High Capacity Unbundled Local Loop - OC12 - Per Mile per month			UDL12	1L5ND	\$8.58										
		High Capacity Unbundled Local Loop - OC12 -2 Fiber- Facility Termination per month			UDL12	UDL22	\$2,246.28	\$992.37	\$262.31	\$109.04	\$105.91		19.99				
		High Capacity Unbundled Local Loop - OC48 - per mile per month			UDL48	1L5ND	\$28.14										
		High Capacity Unbundled Local Loop - OC48 -2 Fiber- Facility Termination per month			UDL48	UDL42	\$1,490.00	\$1,190.00	\$255.01	\$128.05	\$124.92		19.99				
MULTIPLEXERS																	
		Channelization - DS1 to DS0 Channel System			UXTD1	MQ1	80.77	141.67	77.11	14.51	13.46		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UDL	1D1DD	1.82	6.07	4.66				19.99				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel Systsem - per month			UDN	UC1CA	3.10	6.07	4.66				19.99				
		Voice Grade COCI - DS1 to DS0 Channel System - per month			UEA	1D1VG	0.91	6.07	4.66				19.99				
		DS3 to DS1 Channel System per month			UXTD3	MQ3	222.98	308.03	108.47	44.47	42.62		19.99				
		STS1 to DS1 Channel System per month			UXTS1	MQ3	222.98	308.03	108.47	44.47	42.62		19.99				
		DS3 Interface Unit (DS1 COCI) used with Loop per month			USL	UC1D1	17.58	6.07	4.66				19.99				
DARK FIBER																	
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Channel			UDF	1L5DC	58.83										
		NRC Dark Fiber - Local Channel			UDF	UDFC4		1,121.00	153.19	580.26	357.17		19.99				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Interoffice Channel			UDF	1L5DF	28.74										
		NRC Dark Fiber - Interoffice Channel			UDF	UDF14		1,121.00	153.19	580.26	357.17		19.99				
		Dark Fiber, Four Fiber Strands, Per Route Mile or Fraction Thereof per month - Local Loop			UDF	1L5DL	58.83										
		NRC Dark Fiber - Local Loop			UDF	UDFL4		1,121.00	153.19	580.26	357.17		19.99				
TRANSPORT OTHER																	
8XX ACCESS TEN DIGIT SCREENING																	
		8XX Access Ten Digit Screening, Per Call			OHD		0.0005192										
		8XX Access Ten Digit Screening, Reservation Charge Per 8XX Number Reserved			OHD	N8R1X		5.21	0.76				19.99				
		8XX Access Ten Digit Screening, Per 8XX No. Established W/O POTS Translations			OHD			11.47	1.46	7.34	0.7602		19.99				
		8XX Access Ten Digit Screening, Per 8XX No. Established With POTS Translations			OHD	N8FTX		11.47	1.46	7.34	0.7602		19.99				
		8XX Access Ten Digit Screening, Customized Area of Service Per 8XX Number			OHD	N8FCX		4.47	2.24				19.99				
		8XX Access Ten Digit Screening, Multiple InterLATA CXR Routing Per CXR Requested Per 8XX No.			OHD	N8FMX		5.23	3.00				19.99				
		8XX Access Ten Digit Screening, Change Charge Per Request			OHD	N8FAX		5.97	0.76				19.99				
		8XX Access Ten Digit Screening, Call Handling and Destination Features			OHD	N8FDX		4.47					19.99				
LINE INFORMATION DATA BASE ACCESS (LIDB)																	
		LIDB Common Transport Per Query			OQT		0.0000354										
		LIDB Validation Per Query			OQU		0.0117403										
		LIDB Originating Point Code Establishment or Change			OQT, OQU	NRPBX		49.03					19.99				
SIGNALING (CCS7)																	
		CCS7 Signaling Termination, Per STP Port			UDB	PT8SX	138.41										
		CCS7 Signaling Usage, Per TCAP Message			UDB		0.0000916										
		CCS7 Signaling Connection, Per link (A link)			UDB	TPP++	17.84	130.84	130.84				19.99				
		CCS7 Signaling Connection, Per link (B link) (also known as D link)			UDB	TPP++	17.84	130.84	130.84				19.99				
		CCS7 Signaling Usage, Per ISUP Message			UDB		0.0000373										
		CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	352.30										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		40.00	40.00			19.99					
		CCS7 Signaling Point Code, per Destination Point Code Establishment or Change, Per Stp Affected			UDB	CCAPD		8.00	8.00			19.99					
CALLING NAME (CNAM) SERVICE																	
		CNAM for DB Owners, Per Query			OQV		0.0010541										
		CNAM for Non DB Owners, Per Query			OQV		0.0010541										
		CNAM (Non-Databs Owner), NRC, applies when using the Character Based User Interface (CHUI)			OQV	CDDCH		595.00	595.00			19.99					
OPERATOR CALL PROCESSING																	
		Oper. Call Processing - Oper. Provided, Per Min. - Using BST LIDB					1.08										
		Oper. Call Processing - Oper. Provided, Per Min. - Using Foreign LIDB					1.13										
		Oper. Call Processing - Fully Automated, per Call - Using BST LIDB					0.1010353										
		Oper. Call Processing - Fully Automated, per Call - Using Foreign LIDB					0.1228180										
INWARD OPERATOR SERVICES																	
		Inward Operator Services - Verification, Per Call					1.00										
		Inward Operator Services - Verification and Emergency Interrupt - Per Call					1.95										
BRANDING - OPERATOR CALL PROCESSING																	
		Recording of Custom Branded OA Announcement				CBAOS		1,555.00	1,553.00			19.99					
		Loading of Custom Branded OA Announcement per shelf/NAV				CBAOL		240.71	240.71			19.99					
		Unbranding via OLNS for UNEP CLEC															
		Loading of OA per OCN (Regional)						1,200.00	1,200.00								
DIRECTORY ASSISTANCE SERVICES																	
DIRECTORY ASSISTANCE ACCESS SERVICE																	
		Directory Assistance Access Service Calls, Charge Per Call					0.2286787										
DIRECTORY ASSISTANCE CALL COMPLETION ACCESS SERVICE (DACC)																	
		Directory Assistance Call Completion Access Service (DACC), Per Call Attempt					0.0364771										
DIRECTORY TRANSPORT																	
		SWA Common transport per Directory Assistance Access Service Call					0.000271										
		SWA Common Transport per Directory Assistance Access Service Call Mile					0.0000165										
		Access Tandem Switching per Directory Assistance Access Service Call					0.0001875										
		Directory Assistance Interconnection per Directory Assistance Access Service Call					0.00										
DIRECTORY ASSISTANCE SERVICES																	
DIRECTORY ASSISTANCE DATA BASE SERVICE (DADS)																	
		Directory Assistance Data Base Service Charge Per Listing					0.0485										
		Directory Assistance Data Base Service, per month				DBSOF	104.13										
BRANDING - DIRECTORY ASSISTANCE																	
Facility Based CLEC																	
		Recording and Provisioning of DA Custom Branded Announcement			AMT	CBADA		1,555.00	1,553.00								
		Loading of Custom Branded Announcement per DRAM Card/Switch			AMT	CBADC		240.71	240.71								
UNEP CLEC																	
		Recording of DA Custom Branded Announcement						1,555.00	1,553.00								
		Loading of DA Custom Branded Announcement per DRAM Card/Switch per OCN						240.71	240.71								

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Unbranding via OLNS for UNEP CLEC															
		Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
		Loading of DA per Switch per OCN						16.00	16.00								
SELECTIVE ROUTING																	
		Selective Routing Per Unique Line Class Code Per Request Per Switch				USRCR		179.60	179.60								
VIRTUAL COLLOCATION																	
		Virtual Collocation - Application Cost			AMTFS	EAF		2,633.00	2,633.00								
		Virtual Collocation - Cable Installation Cost, per cable			AMTFS	ESPCX		1,749.00	1,749.00								
		Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.91										
		Virtual Collocation - Power, per breaker amp			AMTFS	ESPAX	6.79										
		Virtual Collocation - Cable Support Structure, per entrance cable			AMTFS	ESPSX	17.87										
		Virtual Collocation - 2-wire Cross Connects (loop)			ueanl,uea,udn,udc,ueAC2		0.57	11.62	9.90	10.38	8.66	19.99					
		Virtual Collocation - 4-wire Cross Connects (loop)			uea,uhl,ucl,udl,AMTUEAC4		0.57	11.81	10.04	10.44	8.67	19.99					
		Virtual Collocation - 2-Fiber Cross Connects			AMTFS	CNC2F	3.03	41.56	29.82	12.96	10.34	19.99					
		Virtual Collocation - 4-Fiber Cross Connects			AMTFS	CNC4F	6.06	50.53	38.78	16.97	14.35	19.99					
		Virtual collocation - DS1 Cross Connects			USL,ULC,AMTFS	CNC1X	1.32	32.22	17.76	10.46	8.75	19.99					
		Virtual collocation - DS3 Cross Connects			USL,ULC,AMTFS	CND3X	12.32	29.97	16.30	12.03	8.99	19.99					
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure, per linear foot			AMTFS	VE1CB	0.0031										
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per linear ft			AMTFS	VE1CC	0.0045										
		Virtual Collocation - Co-Carrier Cross Connects - Fiber Cable Support Structure,per cable			AMTFS	VE1CD		555.03									
		Virtual Collocation - Co-Carrier Cross Connects - Copper/Coax Cable Support Structure, per cable			AMTFS	VE1CE		555.03									
		Virtual collocation - Security Escort - Basic, per half hour			AMTFS	SPTBX		33.15	20.44								
		Virtual collocation - Security Escort - Overtime, per half hour			AMTFS	SPTOX		41.50	25.61								
		Virtual collocation - Security Escort - Premium, per half hour			AMTFS	SPTPX		49.86	30.79								
		Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		30.64	30.64								
		Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		35.77	35.77								
		Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		40.90	40.90								
VIRTUAL COLLOCATION																	
		Virtual Collocation - 2-wire Cross Connect, Exchange Port 2-Wire Analog - Res			UEPSR	VE1R2	0.30	19.20	19.20			19.99					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Line Side PBX Trunk - Bus			UEPSP	VE1R2	0.30	19.20	19.20			19.99					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Voice Grade PBX Trunk - Res			UEPSE	VE1R2	0.30	19.20	19.20			19.99					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire Analog Bus			UEPSB	VE1R2	0.30	19.20	19.20			19.99					
		Virtual Collocation 2-Wire Cross Connect, Exchnage Port 2-Wire ISDN			UEPSX	VE1R2	0.30	19.20	19.20			19.99					
		Virtual Collocation 2-Wire Cross Connect, Exchange Port 2-Wire ISDN			UEPTX	VE1R2	0.30	19.20	19.20			19.99					
		Virtual Collocation 4-Wire Cross Connect, Exchange Port 4-Wire ISDN DS1			UEPEX	VE1R4	0.50	19.20	19.20			19.99					
VIRTUAL COLLOCATION																	
		Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR, UEPSB	VE1LS	0.57	11.62	9.90	10.38	8.66	19.99					
AIN SELECTIVE CARRIER ROUTING																	
		Regional Service Establishment			SRC	SRCEC		190,638.00		16,200.00		19.99					
		End Office Establishment			SRC	SRCEO		317.55		3.19		19.99					
		Line/Port NRC, per end user			SRC	SRCLP		0.00	0.00			19.99					
		Query NRC, per query			SRC		0.0206047										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
AIN - BELLSOUTH AIN SMS ACCESS SERVICE																	
		AIN SMS Access Service - Service Establishment, Per State, Initial Setup			A1N	CAMSE		135.56	135.56			19.99					
		AIN SMS Access Service - Port Connection - Dial/Shared Access			A1N	CAMDP		41.75	41.75			19.99					
		AIN SMS Access Service - Port Connection - ISDN Access			A1N	CAM1P		41.75	41.75			19.99					
		AIN SMS Access Service - User Identification Codes - Per User ID Code			A1N	CAMAU		96.63	96.63			19.99					
		AIN SMS Access Service - Security Card, Per User ID Code, Initial or Replacement			A1N	CAMRC		113.67	113.67			19.99					
		AIN SMS Access Service - Storage, Per Unit (100 Kilobytes)					0.0024										
		AIN SMS Access Service - Session, Per Minute					0.0820123										
		AIN SMS Access Service - Company Performed Session, Per Minute					2.27										
AIN - BELLSOUTH AIN TOOLKIT SERVICE																	
		AIN Toolkit Service - Service Establishment Charge, Per State, Initial Setup			CAM	BAPSC		132.04	132.04			19.99					
		AIN Toolkit Service - Training Session, Per Customer				BAPVX		7,915.00	7,915.00			19.99					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Term, Attempt				BAPTT		31.21	31.21			19.99					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Delay				BAPTD		31.21	31.21			19.99					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Off-Hook Immediate				BAPTM		31.21	31.21			19.99					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, 10-Digit PODP				BAPTO		85.24	85.24			19.99					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, CDP				BAPTC		85.24	85.24			19.99					
		AIN Toolkit Service - Trigger Access Charge, Per Trigger, Per DN, Feature Code				BAPTF		85.24	85.24			19.99					
		AIN Toolkit Service - Query Charge, Per Query					0.0211882										
		AIN Toolkit Service - Type 1 Node Charge, Per AIN Toolkit Subscription, Per Node, Per Query					0.0054774										
		AIN Toolkit Service - SCP Storage Charge, Per SMS Access Account, Per 100 Kilobytes					1.50										
		AIN Toolkit Service - Monthly report - Per AIN Toolkit Service Subscription			CAM	BAPMS	17.43	33.52	33.52			19.99					
		AIN Toolkit Service - Special Study - Per AIN Toolkit Service Subscription			CAM	BAPLS	0.1321116	36.23	36.23			19.99					
		AIN Toolkit Service - Call Event Report - Per AIN Toolkit Service Subscription			CAM	BAPDS	17.35	33.52	33.52			19.99					
		AIN Toolkit Service - Call Event Special Study - Per AIN Toolkit Service Subscription			CAM	BAPES	0.0511435	36.23	36.23			19.99					
ENHANCED EXTENDED LINK (EELs)																	
NOTE: New EELs available in GA, TN, KY, LA, MS, & SC and density zone 1 of following MSAs: Orlando, FL; Miami, FL; Ft. Lauderdale, FL;																	
NOTE: Charlotte-Gastonia-Rockhill, NC; Greensboro-Winston Salem-High Point, NC. Use all rates below except Switch As Is Charge.																	
NOTE: In all states, EEL network elements shown below also apply to currently combined facilities which are converted to UNE rates. A Switch As Is Charge applies to currently combined facilities converted to UNEs.(Non-recurring rates do not apply.)																	
NOTE: In GA, TN, KY, LA, MS & SC the EEL network elements apply to ordinarily combined network elements.(No Switch As Is Charge.)																	
2-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)																	
		First 2-Wire VG Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86	19.99					
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86	19.99					
		First 2-Wire VG Grade Loop(SL2) in a DS1 Interofficed Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86	19.99					
		Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.3562										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		DS1 Channelization System Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		Voice Grade COCI - DS1 To DS0 Interface - Per Month			UNCVX	1D1VG	0.91	5.70	4.42								
		Each Additional 2-Wire VG Loop(SL 2) in the same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86		19.99				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86		19.99				
		Each Additional 2-Wire VG Loop(SL2) in the same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86		19.99				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE VOICE GRADE EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86		19.99				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86		19.99				
		First 4-Wire Analog Voice Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86		19.99				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86		19.99				
		Additional 4-Wire Analog Voice Grade Loop in same DS1 Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86		19.99				
		Voice Grade COCI - DS1 to DS0 Channel System combination - per month			UNCVX	1D1VG	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE 56 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86		19.99				
		First 4-wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86		19.99				
		First 4-Wire 56Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 - combination Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74						
		OCU-DP COCI (data) - DS1 to DS0 Channel System - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86		19.99				
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional 4-Wire 56Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System - combination per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE 64 KBPS EXTENDED DIGITAL LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86		19.99				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86		19.99				
		First 4-Wire 64Kbps Digital Grade Loop in a DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		Channelization - Channel System DS1 to DS0 combination Per Month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86		19.99				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86		19.99				
		Additional 4-Wire 64Kbps Digital Grade Loopin same DS1 Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86		19.99				
		OCU-DP COCI (data) - DS1 to DS0 Channel System combination - per month (2.4-64kbs)			UNCDX	1D1DD	0.91	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT (EEL)															
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88		19.99				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88		19.99				
		4-Wire DS1 Digital Loop in Combination with DS1 Interoffice Transport - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile Per Month			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination Per Month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88		19.99				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88		19.99				
		First DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88		19.99				
		Interoffice Transport - Dedicated - DS3 combination - Per Mile Per Month			UNC3X	1L5XX	2.34										
		Interoffice Transport - Dedicated - DS3 - Facility Termination per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43		19.99				
		DS3 to DS1 Channel System combination per month			UNC3X	MQ3	222.98	156.02	49.41	17.12	6.77						
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88		19.99				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88		19.99				
		Additional DS1Loop in DS3 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88		19.99				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42								
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		2-WIRE VOICE GRADE EXTENDED LOOP/ 2 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL2	16.56	108.76	35.47	72.94	10.86		19.99				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL2	21.63	108.76	35.47	72.94	10.86		19.99				
		2-WireVG Loop used with 2-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL2	28.28	108.76	35.47	72.94	10.86		19.99				
		Interoffice Transport - Dedicated - 2-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 2- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV2	21.79	79.83	44.08	69.32	31.00		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12		19.99				
		4-WIRE VOICE GRADE EXTENDED LOOP/ 4 WIRE VOICE GRADE INTEROFFICE TRANSPORT (EEL)															
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 1		1	UNCVX	UEAL4	24.70	108.76	35.47	72.94	10.86		19.99				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 2		2	UNCVX	UEAL4	32.26	108.76	35.47	72.94	10.86		19.99				
		4-WireVG Loop used with 4-wire VG Interoffice Transport Combination - Zone 3		3	UNCVX	UEAL4	42.18	108.76	35.47	72.94	10.86		19.99				
		Interoffice Transport - Dedicated - 4-wire VG combination - Per Mile Per Month			UNCVX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4- Wire Voice Grade combination - Facility Termination per month			UNCVX	U1TV4	27.30	79.83	44.08	69.32	31.00		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCVX	UNCCC		52.73	24.62	9.12	9.12		19.99				
		DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - DS3 combination - Per Mile per month			UNC3X	1L5ND	9.19										
		High Capacity Unbundled Local Loop - DS3 combination - Facility Termination per month			UNC3X	UE3PX	373.47	240.23	180.87	106.78	45.24		19.99				
		Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	2.34										
		Interoffice Transport - Dedicated - DS3 combination - Facility Termination per per month			UNC3X	U1TF3	854.97	482.01	153.81	64.43	35.43		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC3X	UNCCC		52.73	24.62	9.12	9.12		19.99				
		STS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS1 INTEROFFICE TRANSPORT (EEL)															
		High Capacity Unbundled Local Loop - STS1 combination - Per Mile per month			UNCSX	1L5ND	9.19										
		High Capacity Unbundled Local Loop - STS1 combination - Facility Termination per month			UNCSX	UDLS1	394.56	240.23	180.87	106.78	45.24		19.99				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile per month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination per month			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12		19.99				
		2-WIRE ISDN EXTENDED LOOP WITH DS1 INTEROFFICE TRANSPORT (EEL)															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: C		
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86		19.99				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86		19.99				
		First 2-Wire ISDN Loop in a DS1 Interoffice Combination Transport - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86		19.99				
		Interoffice Transport - Dedicated - DS1 combination - Per Mile			UNC1X	1L5XX	0.3562										
		Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	77.86	171.24	113.12	70.07	30.90		19.99				
		Channelization - Channel System DS1 to DS0 combination - per month			UNC1X	MQ1	80.77	105.76	14.48	3.04	2.74		19.99				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combination - per month			UNCNX	UC1CA	3.24	5.70	4.42				19.99				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 1		1	UNCNX	U1L2X	22.22	108.76	35.47	72.94	10.86		19.99				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 2		2	UNCNX	U1L2X	29.02	108.76	35.47	72.94	10.86		19.99				
		Additional 2-wire ISDN Loop in same DS1Interoffice Transport Combination - Zone 3		3	UNCNX	U1L2X	37.95	108.76	35.47	72.94	10.86		19.99				
		2-wire ISDN COCI (BRITE) - DS1 to DS0 Channel System combintaion- per month			UNCNX	UC1CA	3.24	5.70	4.42				19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNC1X	UNCCC		52.73	24.62	9.12	9.12		19.99				
4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT (EEL)																	
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88		19.99				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88		19.99				
		First DS1 Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88		19.99				
		Interoffice Transport - Dedicated - STS1 combination - Per Mile Per Month			UNCSX	1L5XX	2.34										
		Interoffice Transport - Dedicated - STS1 combination - Facility Termination			UNCSX	U1TFS	849.30	482.01	153.81	64.43	35.43		19.99				
		STS1 to DS1 Channel System combination per month			UNCSX	MQ3	222.98	156.02	49.41	17.12	6.77		19.99				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42				19.99				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 1		1	UNC1X	USLXX	57.73	228.40	161.74	79.87	24.88		19.99				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 2		2	UNC1X	USLXX	75.40	228.40	161.74	79.87	24.88		19.99				
		Additional DS1Loop in STS1 Interoffice Transport Combination - Zone 3		3	UNC1X	USLXX	98.59	228.40	161.74	79.87	24.88		19.99				
		DS3 Interface Unit (DS1 COCI) combination per month			UNC1X	UC1D1	17.58	5.70	4.42				19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCSX	UNCCC		52.73	24.62	9.12	9.12		19.99				
4-WIRE 56 KBPS DIGITAL EXTENDED LOOP WITH 56 KBPS INTEROFFICE TRANSPORT (EEL)																	
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL56	31.10	108.76	35.47	72.94	10.86		19.99				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL56	40.61	108.76	35.47	72.94	10.86		19.99				
		4-wire 56 kbps Loop/4-wire 56 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL56	53.11	108.76	35.47	72.94	10.86		19.99				
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 56 kbps combination - Facility Termination			UNCDX	U1TD5	21.19	79.83	44.08	69.32	31.00		19.99				
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		4-WIRE 64 KBPS DIGITAL EXTENDED LOOP WITH 64 KBPS INTEROFFICE TRANSPORT (EEL)															
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 1		1	UNCDX	UDL64	31.10	108.76	35.47	72.94	10.86	19.99					
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 2		2	UNCDX	UDL64	40.61	108.76	35.47	72.94	10.86	19.99					
		4-wire 64 kbps Loop/4-wire 64 kbps Interoffice Transport Combination - Zone 3		3	UNCDX	UDL64	53.11	108.76	35.47	72.94	10.86	19.99					
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Per Mile			UNCDX	1L5XX	0.0174										
		Interoffice Transport - Dedicated - 4-wire 64 kbps combination - Facility Termination			UNCDX	U1TD6	21.19	79.83	44.08	69.32	31.00	19.99					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge			UNCDX	UNCCC		52.73	24.62	9.12	9.12	19.99					
ADDITIONAL NETWORK ELEMENTS																	
		When used as a part of a currently combined facility, the non-recurrng charges do not apply, but a Switch As Is charge does apply.															
		When used as ordinarily combined network elements in Georgia, the non-recurring charges apply and the Switch As Is Charge does not.															
		Node (SynchroNet)															
		Nonrecurring Currently Combined Network Elements "Switch As Is" Charge (One applies to each combination)															
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 2 wire/4-Wire VG			UNCVX	UNCCC		52.73	24.62	9.12	9.12	19.99					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - 56/64 kbps			UNCDX	UNCCC		52.73	24.62	9.12	9.12	19.99					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS1			UNC1X	UNCCC		52.73	24.62	9.12	9.12	19.99					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - DS3			UNC3X	UNCCC		52.73	24.62	9.12	9.12	19.99					
		Nonrecurring Currently Combined Network Elements Switch -As-Is Charge - STS1			UNCSX	UNCCC		52.73	24.62	9.12	9.12	19.99					
NOTE: Local Channel - Dedicated Transport - minimum billing period - Below DS3=one month, DS3 and above=four months																	
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 1		1	UNCVX	ULDV2	17.18	108.76	35.47	72.94	10.86	19.99					
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 2		2	UNCVX	ULDV2	22.44	108.76	35.47	72.94	10.86	19.99					
		Local Channel - Dedicated - 2-Wire Voice Grade Zone 3		3	UNCVX	ULDV2	29.34	108.76	35.47	72.94	10.86	19.99					
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 1		1	UNCVX	ULDV4	18.18	108.76	35.47	72.94	10.86	19.99					
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 2		2	UNCVX	ULDV4	23.74	108.76	35.47	72.94	10.86	19.99					
		Local Channel - Dedicated - 4-Wire Voice Grade Zone 3			UNCVX	ULDV4	31.05	108.76	35.47	72.94	10.86	19.99					
		Local Channel - Dedicated - DS1 per month Zone 1		1	UNC1X	ULDF1	36.24	228.40	161.74	79.87	24.88	19.99					
		Local Channel - Dedicated -DS1 Per Month Zone 2		2	UNC1X	ULDF1	47.33	228.40	161.74	79.87	24.88	19.99					
		Local Channel - Dedicated - DS1- Per Month Zone 3		3	UNC1X	ULDF1	61.89	228.40	161.74	79.87	24.88	19.99					
		Local Channel - Dedicated - DS3 - Per Mile per month			UNC3X	1L5NC	7.15										
		Local Channel - Dedicated - DS3 - Facility Termination per month			UNC3X	ULDF3	611.30	240.23	180.87	106.78	45.24	19.99					
		Local Channel - Dedicated - STS-1- Per Mile per month			UNCSX	1L5NC	7.15										
		Local Channel - Dedicated - STS-1 - Facility Termination per month			UNCSX	ULDFS	599.59	240.23	180.87	106.78	45.24	19.99					
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																	
		Exchange Ports															
NOTE: Although the Port Rate includes all available features in GA, KY, LA & TN, the desired features will need to be ordered using retail USOCs																	
2-WIRE VOICE GRADE LINE PORT RATES (RES)																	
		Exchange Ports - 2-Wire Analog Line Port- Res.			UEPSR	UEPRL	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2-Wire Analog Line Port with Caller ID - Res.			UEPSR	UEPRC	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Res.			UEPSR	UEPRO	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Res.			UEPSR	UEPAQ	1.89	9.93	9.19	3.66	2.92	19.99					
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Plus with Caller ID - Res (AC7)			UEPSR	UEPAH	1.89	9.93	9.19	3.66	2.92	19.99					

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (F2R)			UEPSR	UEPAK	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACER)			UEPSR	UEPAL	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (TACSR)			UEPSR	UEPAM	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (1MF2X)			UEPSR	UEPAN	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Tennessee Area Calling port with Caller ID - Res (2MR)			UEPSR	UEPAO	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled res, low usage line port with Caller ID (LUM)			UEPSR	UEPAP	1.89	9.93	9.19	3.66	2.92		19.99				
		Subsequent Activity			UEPSR	USASC	0.00	0.00	0.00				19.99				
		FEATURES															
		All Available Vertical Features			UEPSR	UEPVF	0.00	0.00	0.00				19.99				
		2-WIRE VOICE GRADE LINE PORT RATES (BUS)															
		Exchange Ports - 2-Wire Analog Line Port without Caller ID - Bus			UEPSB	UEPBL	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled Line Port with unbundled port with Caller+E484 ID - Bus.			UEPSB	UEPBC	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire Analog Line Port outgoing only - Bus.			UEPSB	UEPBO	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled TN extended local dialing parity Port with Caller ID - Bus.			UEPSB	UEPAV	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled incoming only port with Caller ID - Bus			UEPSB	UEPB1	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Economy Option - Bus (TACC1)			UEPSB	UEPAC	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-Wire VG unbundled TN Bus 2-Way Area Calling Port Standard Option - Bus (TACC2)			UEPSB	UEPAD	1.89	9.93	9.19	3.66	2.92		19.99				
		Exchange Ports - 2-W VG unbundled TN Bus 2-Way Collierville & Memphis Local Calling Port - Bus (B2F)			UEPSB	UEPAE	1.89	9.93	9.19	3.66	2.92		19.99				
		Subsequent Activity			UEPSB	USASC	0.00	0.00	0.00				19.99				
		FEATURES															
		All Available Vertical Features			UEPSB	UEPVF	0.00	0.00	0.00				19.99				
		EXCHANGE PORT RATES (DID & PBX)															
		2-Wire VG Unbundled 2-Way PBX Trunk - Res			UEPSE	UEPRD	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire VG Line Side Unbundled 2-Way PBX Trunk - Bus			UEPSP	UEPPC	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire VG Line Side Unbundled Outward PBX Trunk - Bus			UEPSP	UEPPO	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire VG Line Side Unbundled Incoming PBX Trunk - Bus			UEPSP	UEPP1	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Analog Long Distance Terminal PBX Trunk - Bus			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Analog TN 2-Way Calling Plan PBX Trunk - Bus			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire TN Outward Calling Plan PBX Trunk - Bus			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPSP	UEPLD	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Voice Unbundled 2-Way PBX Tennessee Calling Port			UEPSP	UEPT2	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPSP	UEPTO	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Vice Unbundled 2-Way PBX Usage Port			UEPSP	UEPXA	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPSP	UEPXB	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPSP	UEPXC	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPSP	UEPXD	1.79	9.93	9.19	3.66	2.92		19.99				
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPSP	UEPXE	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPSP	UEPXL	1.79	9.93	9.19	3.66	2.92		19.99				
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPSP	UEPXM	1.79	9.93	9.19	3.66	2.92		19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C		
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)				
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
	B.1.7	2-W Voice Unbundled 1-Way Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPSP	UEPXN	1.79	9.93	9.19	3.66	2.92		19.99			
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPSP	UEPXO	1.79	9.93	9.19	3.66	2.92		19.99			
	B.1.7	2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPSP	UEPXS	1.79	9.93	9.19	3.66	2.92		19.99			
	B.1.7	2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPSP	UEPXU	1.79	9.93	9.19	3.66	2.92		19.99			
	B.1.7	2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPSP	UEPXV	1.79	9.93	9.19	3.66	2.92		19.99			
		Subsequent Activity			UEPSP	USASC	0.00	0.00	0.00				19.99			
	FEATURES															
		All Available Vertical Features			UEPSP UEPSE	UEPVF	0.00	0.00	0.00				19.99			
	EXCHANGE PORT RATES (COIN)															
		Exchange Ports - Coin Port					2.11	9.93	9.19	3.66	2.92		19.99			
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
UNBUNDLED LOCAL EXCHANGE SWITCHING(PORTS)																
	EXCHANGE PORT RATES (DID & PBX)															
		Exchange Ports - 2-Wire DID Port			UEPEX	UEPP2	8.97	47.75	47.01	9.21	8.47		19.99			
		Exchange Ports - DDITS Port - 4-Wire DS1 Port with DID capability			UEPDD	UEPDD	35.74	75.93	38.15	8.77	8.04		19.99			
		Exchange Ports - 2-Wire ISDN Port (See Notes below.)			UEPTX UEPSX	U1PMA	16.26	30.23	29.49	4.10	4.10		19.99			
	NOTE: Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.															
	NOTE: Access to B Channel or D Channel Packet capabilities will be available only through BFR/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.															
		Exchange Ports - 2-Wire ISDN Port -- Channel Profiles			UEPTX UEPSX	U1UMA	0.00	0.00	0.00							
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPEX	UEPEX	75.04	148.66	147.18	38.46	36.98		19.99			
UNBUNDLED LOCAL SWITCHING, PORT USAGE																
	End Office Switching (Port Usage)															
		End Office Switching Function, Per MOU					0.0008041									
	Tandem Switching (Port Usage) (Local or Access Tandem)															
		Tandem Switching Function Per MOU					0.0009778									
	Common Transport															
		Common Transport - Per Mile, Per MOU					0.0000064									
		Common Transport - Facilities Termination Per MOU					0.0003871									
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																
	Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.															
	Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.															
	End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.															
	For Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS, SC and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL and NC these nonrecurring charges are Market Rates and are also listed in the Market Rate section.															
	For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.															
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																
	UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18									
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01									
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02									
	UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX	12.48									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX	16.31									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX	21.32									
	2-Wire Voice Grade Line Port Rates (Res)															
		2-Wire voice unbundled port - residence			UEPRX	UEPRL	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire voice unbundled Tennessee Area Plus with Caller ID - res (AC7)			UEPRX	UEPAH	1.70	22.14	15.25	8.45	3.91		19.99			

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP	1.70	22.14	15.25	8.45	3.91		19.99				
	FEATURES																
		All Features Offered			UEPRX	UEPVF	0.00	0.00	0.00				19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPRX	LNPCX	0.35										
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPRX	USAC2		1.03	0.29				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPRX	USACC		1.03	0.29				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					19.99				
	ADDITIONAL NRCs																
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPRX	USAS2	0.00	0.00	0.00				19.99				
	2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																
	UNE Port/Loop Combination Rates																
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
	UNE Loop Rates																
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX	21.32										
	2-Wire Voice Grade Line Port (Bus)																
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled incoming only port with Caller ID - Bus			UEPBX	UEPB1	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	1.70	22.14	15.25	8.45	3.91		19.99				
	LOCAL NUMBER PORTABILITY																
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
	FEATURES																
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				19.99				
	NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPBX	USAC2		1.03	0.29				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPBX	USACC		1.03	0.29				19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: C				
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76				19.99					
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPBX	USAS2		0.00	0.00			19.99					
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPRG	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPRG	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPRG	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	1.70	22.14	15.25	8.45	3.91	19.99					
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15	0.00	0.00			19.99					
		FEATURES															
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00			19.99					
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPRG	USAC2		1.03	0.29			19.99					
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPRG	USACC		1.03	0.29			19.99					
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76				19.99					
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPRG	USAS2	0.00	0.00	0.00			19.99					
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64			19.99					
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			14.18										
		2-Wire VG Loop/Port Combo - Zone 2		2			18.01										
		2-Wire VG Loop/Port Combo - Zone 3		3			23.02										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEPPX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEPPX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEPPX	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	1.70	22.14	15.25	8.45	3.91	19.99					
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	1.70	22.14	15.25	8.45	3.91	19.99					
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	1.70	22.14	15.25	8.45	3.91	19.99					

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Unbundled 1W Out PBX Hotel/Hospital Economy Administrative Calling Port TN Calling Port			UEPPX	UEPXN	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	1.70	22.14	15.25	8.45			19.99				
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	1.70	22.14	15.25	8.45	3.91		19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15	0.00	0.00				19.99				
		FEATURES															
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00				19.99				
		NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch-As-Is			UEPPX	USAC2		1.03	0.29				19.99				
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Conversion - Switch with Change			UEPPX	USACC		1.03	0.29				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Subsequent Database Update						0.76					19.99				
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination (PBX) - Subsequent Activity			UEPPX	USAS2	0.00	0.00	0.00				19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			14.18										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			18.01										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			23.02										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
		2-Wire Voice Grade Line Ports (COIN)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Coin 2-Way with Operator Screening: 900 Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire 2-Way Smartline with 900/976 (all states except LA)			UEPCO	UEPCK	1.88						19.99				
		2-Wire Coin Outward Smartline with 900/976 (all states except LA)			UEPCO	UEPCR	1.88						19.99				
		ADDITIONAL UNE COIN PORT/LOOP (RC)															
		UNE Coin Port/Loop Combo Usage (Flat Rate)			UEPCO	URECU	3.45	0.00	0.00				19.99				
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch-as-is			UEPCO	USAC2		1.03	0.29				19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: C		
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop / Line Port Combination - Conversion - Switch with change			UEPCO	USACC		1.03	0.29				19.99				
		2-Wire Voice Grade Loop/Line Port Combination - Subsequent Activity			UEPCO	USAS2		0.00	0.00				19.99				
UNBUNDLED PORT/LOOP COMBINATIONS - COST BASED RATES																	
2-WIRE VOICE GRADE LOOP- BUS ONLY - WITH 2-WIRE DID TRUNK PORT																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 1		1				18.38									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 2		2				19.87									
		2-Wire VG Loop/2-Wire DID Trunk Port Combo - UNE Zone 3		3				24.78									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 1		1	UEPPX	UECD1		9.60									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 2		2	UEPPX	UECD1		11.09									
		2-Wire Analog Voice Grade Loop - (SL2) - UNE Zone 3		3	UEPPX	UECD1		16.00									
		Exchange Ports - 2-Wire DID Port			UEPPX	UEPD1		8.78	45.44	29.94	8.45	3.91	19.99				
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Combination - Switch-as-is			UEPPX	USAC1		8.76	5.75				19.99				
		2-Wire Voice Grade Loop / 2-Wire DID Trunk Port Conversion with BellSouth Allowable Changes			UEPPX	USA1C		8.76	5.75				19.99				
Telephone Number/Trunk Group Establishment Charges																	
		DID Trunk Termination (One Per Port)			UEPPX	NDT		0.00	0.00	0.00							
		Additional DID Numbers for each Group of 20 DID Numbers			UEPPX	ND4		0.00	0.00	0.00							
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPPX	ND5		0.00	0.00	0.00							
		Reserve Non-Consecutive DID numbers			UEPPX	ND6		0.00	0.00	0.00							
		Reserve DID Numbers			UEPPX	NDV		0.00	0.00	0.00							
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPPX	LNPCP		3.15	0.00	0.00							
2-WIRE ISDN DIGITAL GRADE LOOP WITH 2-WIRE ISDN DIGITAL LINE SIDE PORT																	
UNE Port/Loop Combination Rates																	
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 1		1	UEPPB	UEPPR		32.27									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 2		2	UEPPB	UEPPR		34.78									
		2W ISDN Digital Grade Loop/2W ISDN Digital Line Side Port - UNE Zone 3		3	UEPPB	UEPPR		44.32									
		2-Wire ISDN Digital Grade Loop - UNE Zone 1		1	UEPPB	UEPPR	USL2X	16.20									
		2-Wire ISDN Digital Grade Loop - UNE Zone 2		2	UEPPB	UEPPR	USL2X	18.71									
		2-Wire ISDN Digital Grade Loop - UNE Zone 3		3	UEPPB	UEPPR	USL2X	28.25									
		Exchange Port - 2-Wire ISDN Line Side Port			UEPPB	UEPPR	UEPPB	16.07	141.75	118.37	49.20	43.26	19.99				
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire ISDN Digital Grade Loop / 2-Wire ISDN Line Side Port Combination - Conversion			UEPPB	UEPPR	USACB	0.00	117.23	117.23			19.99				
ADDITIONAL NRCs																	
		2-Wire ISDN Loop / 2-Wire ISDN Port Combination - Sub Actvy Non Feature/Add Trunk			UEPPB	UEPPR	USASB		212.88				19.99				
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPPB	UEPPR	LNPCX	0.35	0.00	0.00							
B-CHANNEL USER PROFILE ACCESS:																	
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCA	0.00	0.00	0.00							
		CVS (EWSD)			UEPPB	UEPPR	U1UCB	0.00	0.00	0.00							
		CSD			UEPPB	UEPPR	U1UCC	0.00	0.00	0.00							
B-CHANNEL AREA PLUS USER PROFILE ACCESS: (AL,KY,LA,MS SC,MS, & TN)																	
		CVS/CSD (DMS/5ESS)			UEPPB	UEPPR	U1UCD	0.00	0.00	0.00							
		CVS (EWSD)			UEPPB	UEPPR	U1UCE	0.00	0.00	0.00							
		CSD			UEPPB	UEPPR	U1UCF	0.00	0.00	0.00							
USER TERMINAL PROFILE																	
		User Terminal Profile (EWSD only)			UEPPB	UEPPR	U1UMA	0.00	0.00	0.00							
VERTICAL FEATURES																	

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		All Vertical Features - One per Channel B User Profile			UEPPB UEPPR UEPVF		0.00	0.00	0.00								
		Interoffice Channel mileage each, including first mile and facilities termination			UEPPB UEPPR M1GNC		17.91	53.99	17.37			19.99					
		Interoffice Channel mileage each, additional mile			UEPPB UEPPR M1GNM		0.173	0.00	0.00								
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE ISDN DS1 DIGITAL TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 1		1	UEPPP		132.58										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 2		2	UEPPP		150.25										
		4W DS1 Digital Loop/4W ISDN DS1 Digital Trunk Port - UNE Zone 3		3	UEPPP		173.44										
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPPP	USL4P	57.73										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPPP	USL4P	75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPPP	USL4P	98.59										
		Exchange Ports - 4-Wire ISDN DS1 Port			UEPPP	UEPPP	74.85	415.53	366.90	89.28	77.43	19.99					
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire ISDN DS1 Digital Trunk Port Combination - Conversion -Switch-as-is			UEPPP	USACP	0.00	328.53	328.53			19.99					
		ADDITIONAL NRCs															
		4-Wire DS1 Loop/4-W ISDN Digtl Trk Port - Subsqtl Actvy-Inward/two way tel nos within Std Allowance (except NC)			UEPPP	PR7TF		0.94				19.99					
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trunk Port - Outward Tel Numbers (All States except NC)			UEPPP	PR7TO		22.36	22.36			19.99					
		4-Wire DS1 Loop / 4-Wire ISDN DS1 Digital Trk Port - Subsequent Inward Tel Nos Above Std Allowance			UEPPP	PR7ZT		44.71	44.70			19.99					
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPP	LNPCN	1.75										
		INTERFACE (Provsioning Only)															
		Voice/Data			UEPPP	PR71V	0.00	0.00	0.00								
		Digital Data			UEPPP	PR71D	0.00	0.00	0.00								
		Inward Data			UEPPP	PR71E	0.00	0.00	0.00								
		New or Additional "B" Channel															
		New or Additional - Voice/Data B Channel			UEPPP	PR7BV	0.00	28.39				19.99					
		New or Additional - Digital Data B Channel			UEPPP	PR7BF	0.00	29.11				19.99					
		New or Additional Inward Data B Channel			UEPPP	PR7BD	0.00	29.39				19.99					
		CALL TYPES															
		Inward			UEPPP	PR7C1	0.00	0.00	0.00								
		Outward			UEPPP	PR7C0	0.00	0.00	0.00								
		Two-way			UEPPP	PR7CC	0.00	0.00	0.00								
		Interoffice Channel Mileage															
		Fixed Each Including First Mile			UEPPP	1LN1A	76.1825	145.98	109.85	19.55		19.99					
		Each Airline-Fractional Additional Mile			UEPPP	1LN1B	0.3525										
		4-WIRE DS1 DIGITAL LOOP WITH 4-WIRE DDITS TRUNK PORT															
		UNE Port/Loop Combination Rates															
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 1		1	UEPDC		93.28					19.99					
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 2		2	UEPDC		110.95					19.99					
		4W DS1 Digital Loop/4W DDITS Trunk Port - UNE Zone 3		3	UEPDC		134.14					19.99					
		4-Wire DS1 Digital Loop - UNE Zone 1		1	UEPDC	USLDC	57.53										
		4-Wire DS1 Digital Loop - UNE Zone 2		2	UEPDC	USLDC	75.40										
		4-Wire DS1 Digital Loop - UNE Zone 3		3	UEPDC	USLDC	98.59										
		4-Wire DDITS Digital Trunk Port			UEPDC	UDD1T	35.55	342.80	257.87	61.41	48.49	19.99					
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Switch-as-is			UEPDC	USAC4		312.91	312.91			19.99					
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with DS1 Changes			UEPDC	USAWA		312.91	312.91			19.99					

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C		
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)				
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN
		4-Wire DS1 Digital Loop / 4-Wire DDITS Trunk Port Combination - Conversion with Change - Trunk			UEPDC	USAWB		312.91	312.91				19.99			
		ADDITIONAL NRCs														
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Service Activity Per Service Order			UEPDC	USAS4		94.88	94.88							
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - NRC - Subsequent Channel Activation/Chan - 2-Way Trunk			UEPDC	UDTTA		108.67	108.67				19.99			
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsequent Channel Activation/Chan - 1-Way Outward Trunk			UEPDC	UDTTB		108.67	108.67				19.99			
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Channel Activation/Chan Inward Trunk w/out DID			UEPDC	UDTTC		108.67	108.67				19.99			
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation Per Chan - Inward Trunk with DID			UEPDC	UDTTD		108.67	108.67				19.99			
		4-Wire DS1 Loop / 4-Wire DDITS Trunk Port - Subsqt Chan Activation / Chan - 2-Way DID w User Trans			UEPDC	UDTTE		108.67	108.67				19.99			
		BIPOLAR 8 ZERO SUBSTITUTION														
		B8ZS -Superframe Format			UEPDC	CCOSF		0.00	590.00				19.99			
		B8ZS - Extended Superframe Format			UEPDC	CCOEF		0.00	590.00				19.99			
		Alternate Mark Inversion														
		AMI -Superframe Format			UEPDC	MCOSF		0.00	0.00							
		AMI - Extended SuperFrame Format			UEPDC	MCOPO		0.00	0.00							
		Telephone Number/Trunk Group Establishment Charges														
		Telephone Number for 2-Way Trunk Group			UEPDC	UDTGX	0.00						19.99			
		Telephone Number for 1-Way Outward Trunk Group			UEPDC	UDTGY	0.00						19.99			
		Telephone Number for 1-Way Inward Trunk Group Without DID			UEPDC	UDTGZ	0.00						19.99			
		DID Numbers for each Group of 20 DID Numbers			UEPDC	ND4	0.00						19.99			
		DID Numbers, Non- consecutive DID Numbers , Per Number			UEPDC	ND5	0.00						19.99			
		Reserve Non-Consecutive DID Nos.			UEPDC	ND6	0.00	0.00	0.00							
		Reserve DID Numbers			UEPDC	NDV	0.00	0.00	0.00							
		Dedicated DS1 (Interoffice Channel Mileage) - FX/FCO for 4-Wire DS1 Digital Loop with 4-Wire DDITS Trunk Port														
		Interoffice Channel Mileage - Fixed rate 0-8 miles (Facilities Termination)			UEPDC	1LNO1	75.83	145.98	109.85	19.66	14.99					
		Interoffice Channel Mileage - Additional rate per mile - 0-8 miles			UEPDC	1LNOA	0.3525	0.00	0.00							
		Interoffice Channel Mileage - Fixed rate 9-25 miles (Facilities Termination)			UEPDC	1LNO2	0.00	0.00	0.00							
		Interoffice Channel Mileage - Additional rate per mile - 9-25 miles			UEPDC	1LNOB	0.3525	0.00	0.00							
		Interoffice Channel Mileage - Fixed rate 25+ miles (Facilities Termination)			UEPDC	1LNO3	0.00	0.00	0.00	0.00						
		Interoffice Channel Mileage - Additional rate per mile - 25+ miles			UEPDC	1LNOC	0.3525	0.00	0.00							
		Local Number Portability, per DS0 Activated			UEPDC	LNPCP	3.15	0.00	0.00	0.00						
		Central Office Terminating Point			UEPDC	CTG	0.00									
		4-WIRE DS1 LOOP WITH CHANNELIZATION WITH PORT														
		System is 1 DS1 Loop, 1 D4 Channel Bank, and up to 24 Feature Activations														
		Each System can have up to 24 combinations of rates depending on type and number of ports used														
		UNE DS1 Loop														
		4-Wire DS1 Loop - UNE Zone 1		1	UEPMG	USLDC	57.73	0.00	0.00							
		4-Wire DS1 Loop - UNE Zone 2		2	UEPMG	USLDC	75.40	0.00	0.00							
		4-Wire DS1 Loop - UNE Zone 3		3	UEPMG	USLDC	98.59	0.00	0.00							
		UNE DSO Channelization Capacities (D4 Channel Bank Configurations)														
		24 DSO Channel Capacity - 1 per DS1			UEPMG	VUM24	131.87	0.00	0.00				19.99			
		48 DSO Channel Capacity - 1 per 2 DS1s			UEPMG	VUM48	263.74	0.00	0.00				19.99			
		96 DSO Channel Capacity -1per 4 DS1s			UEPMG	VUM96	527.48	0.00	0.00				19.99			
		144 DSO Channel Capacity - 1 per 6 DS1s			UEPMG	VUM14	791.42	0.00	0.00				19.99			
		192 DSO Channel Capacity -1 per 8 DS1s			UEPMG	VUM19	827.76	0.00	0.00				19.99			
		240 DSO Channel Capacity - 1 per 10 DS1s			UEPMG	VUM20	1,318.70	0.00	0.00				19.99			

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: C				
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	
		288 DS0 Channel Capacity - 1 per 12 DS1s			UEPMG	VUM28	1,582.44	0.00	0.00				19.99				
		384 DS0 Channel Capacity - 1 per 16 DS1s			UEPMG	VUM38	2,109.92	0.00	0.00				19.99				
		480 DS0 Channel Capacity - 1 per 20 DS1s			UEPMG	VUM40	2,637.40	0.00	0.00				19.99				
		576 DS0 Channel Capacity - 1 per 24 DS1s			UEPMG	VUM57	3,164.88	0.00	0.00				19.99				
		672 DS0 Channel Capacity - 1 per 28 DS1s			UEPMG	VUM67	3,692.36	0.00	0.00				19.99				
		Non-Recurring Charges (NRC) Associated with 4-Wire DS1 Loop with Channelization with Port - Conversion Charge Based on a System															
		A Minimum System configuration is One (1) DS1, One (1) D4 Channel Bank, and Up To 24 DS0 Ports with Feature Activations.															
		Multiples of this configuration functioning as one are considered Add'l after the minimum system configuration is counted.															
		NRC - Conversion (Currently Combined) with or without BellSouth Allowed Changes			UEPMG	USAC4	0.00	303.61	15.74				19.99				
		System Additions at End User Locations Where 4-Wire DS1 Loop with Channelization with Port Combination Currently Exists and New (Not Currently Combined) In GA, KY, LA, MS & TN Only															
		1 DS1/D4 Channel Bank - Add NRC for each Port and Assoc Fea Activation - New GA, LA, KY, MS, &TN Only			UEPMG	VUMD4	0.00	704.68	441.48	138.36	16.41		19.99				
		Bipolar 8 Zero Substitution															
		Clear Channel Capability Format, superframe - Subsequent Activity Only			UEPMG	CCOSF	0.00	0.00	590.00								
		Clear Channel Capability Format - Extended Superframe - Subsequent Activity Only			UEPMG	CCOEF	0.00	0.00	590.00								
		Alternate Mark Inversion (AMI)															
		Superframe Format			UEPMG	MCOSF	0.00	0.00	0.00								
		Extended Superframe Format			UEPMG	MCOPO	0.00	0.00	0.00								
		Exchange Ports Associated with 4-Wire DS1 Loop with Channelization with Port															
		Exchange Ports															
		Line Side Combination Channelized PBX Trunk Port - Business			UEPPX	UEPCX	1.79	0.00	0.00	0.00	0.00		19.99				
		Line Side Outward Channelized PBX Trunk Port - Business			UEPPX	UEPOX	1.79	0.00	0.00	0.00	0.00		19.99				
		Line Side Inward Only Channelized PBX Trunk Port without DID			UEPPX	UEP1X	1.79	0.00	0.00	0.00	0.00		19.99				
		2-Wire Trunk Side Unbundled Channelized DID Trunk Port			UEPPX	UEPDM	8.97	0.00	0.00	0.00	0.00		19.99				
		Feature Activations - Unbundled Loop Concentration															
		Feature (Service) Activation for each Line Side Port Terminated in D4 Bank			UEPPX	1PQWM	0.66	23.94	12.64	3.82	3.80		19.99				
		Feature (Service) Activation for each Trunk Side Port Terminated in D4 Bank			UEPPX	1PQWU	0.66	73.67	17.37	54.09	10.57		19.99				
		Telephone Number/ Group Establishment Charges for DID Service															
		DID Trunk Termination (1 per Port)			UEPPX	NDT	0.00	0.00	0.00								
		DID Numbers - groups of 20 - Valid all States			UEPPX	ND4	0.00	0.00	0.00								
		Non-Consecutive DID Numbers - per number			UEPPX	ND5	0.00	0.00	0.00								
		Reserve Non-Consecutive DID Numbers			UEPPX	ND6	0.00	0.00	0.00								
		Reserve DID Numbers			UEPPX	NDV	0.00	0.00	0.00								
		Local Number Portability															
		Local Number Portability - 1 per port			UEPPX	LNPCP	3.15	0.00	0.00								
		FEATURES - Vertical and Optional															
		Local Switching Features Offered with Line Side Ports Only															
		All Features Available			UEPPX	UEPVF	0.00	0.00	0.00								
		UNBUNDLED PORT LOOP COMBINATIONS - MARKET RATES															
		Market Rates shall apply where BellSouth is not required to provide unbundled local switching or switch ports per FCC and/or State Commission rules.															
		These scenarios include:															
		1. Unbundled port/loop combinations that are Not Currently Combined in Alabama, Florida and North Carolina.															
		2. Unbundled port/loop combinations that are Currently Combined or Not Currently Combined in Zone 1 of the Top 8 MSAs in BellSouth's region for end users with 4 or more DS0 equivalent lines.															
		The Top 8 MSAs in BellSouth's region are: FL (Orlando, Ft. Lauderdale, Miami); GA (Atlanta); LA (New Orleans); NC (Greensboro-Winston Salem-Highpoint/Charlotte-Gastonia-Rock Hill); TN (Nashville).															
		BellSouth currently is developing the billing capability to mechanically bill the recurring and non-recurring Market Rates in this section except for nonrecurring charges for not currently combined in AL, FL and NC. In the interim where BellSouth cannot bill Market Rates, BellSouth shall bill the rates in the Cost-Based section preceding in lieu of the Market Rates and reserves the right to true-up the billing difference.															
		The Market Rate for unbundled ports includes all available features in all states.															
		End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations which have a flat rate usage charge (USOC: URECU).															

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
For Not Currently Combined scenarios where Market Rates apply, the Nonrecurring charges are listed in the First and Additional NRC columns for each Port USOC. For Currently Combined scenarios, the Nonrecurring charges are listed in the NRC - Currently Combined section. Additional NRCs may apply also and are categorized accordingly.																	
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1				26.48									
		2-Wire VG Loop/Port Combo - Zone 2		2				30.31									
		2-Wire VG Loop/Port Combo - Zone 3		3				35.32									
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRX	UEPLX		12.48									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRX	UEPLX		16.31									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRX	UEPLX		21.32									
2-Wire Voice Grade Line Port (Res)																	
		2-Wire voice unbundled port - residence			UEPRX	UEPRL		14.00	90.00	90.00			19.99				
		2-Wire voice unbundled port with Caller ID - res			UEPRX	UEPRC		14.00	90.00	90.00			19.99				
		2-Wire voice unbundled port outgoing only - res			UEPRX	UEPRO		14.00	90.00	90.00			19.99				
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - res			UEPRX	UEPAQ		14.00	90.00	90.00			19.99				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (F2R)			UEPRX	UEPAK		14.00	90.00	90.00			19.99				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACER)			UEPRX	UEPAL		14.00	90.00	90.00			19.99				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (TACSR)			UEPRX	UEPAM		14.00	90.00	90.00			19.99				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (1MF2X)			UEPRX	UEPAN		14.00	90.00	90.00			19.99				
		2-Wire voice unbundled Tennessee Area Calling port with Caller ID - res (2MR)			UEPRX	UEPAO		14.00	90.00	90.00			19.99				
		2-Wire voice unbundles res, low usage line port with Caller ID (LUM)			UEPRX	UEPAP		14.00	90.00	90.00			19.99				
LOCAL NUMBER PORTABILITY																	
		Local Number Portability (1 per port)			UEPRX	LNPCX		0.35									
FEATURES																	
		All Features Offered			UEPRX	UEPVF		0.00	0.00	0.00			19.99				
NONRECURRING CHARGES - CURRENTLY COMBINED																	
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPRX	USAC2			41.50	41.50			19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPRX	USACC			41.50	41.50			19.99				
ADDITIONAL NRCs																	
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPRX	USAS2			0.00	0.00			19.99				
2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS)																	
UNE Port/Loop Combination Rates																	
		2-Wire VG Loop/Port Combo - Zone 1		1				26.48									
		2-Wire VG Loop/Port Combo - Zone 2		2				30.31									
		2-Wire VG Loop/Port Combo - Zone 3		3				35.32									
UNE Loop Rates																	
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPBX	UEPLX		12.48									
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPBX	UEPLX		16.31									
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPBX	UEPLX		21.32									
2-Wire Voice Grade Line Port (Bus)																	
		2-Wire voice unbundled port without Caller ID - bus			UEPBX	UEPBL		14.00	90.00	90.00			19.99				
		2-Wire voice unbundled port with Caller + E484 ID - bus			UEPBX	UEPBC		14.00	90.00	90.00			19.99				
		2-Wire voice unbundled port outgoing only - bus			UEPBX	UEPBO		14.00	90.00	90.00			19.99				
		2-Wire voice Grade unbundled Tennessee extended local dialing parity port with Caller ID - bus			UEPBX	UEPAV		14.00	90.00	90.00			19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Economy Option (TACC1)			UEPBX	UEPAC		14.00	90.00	90.00			19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECD	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire voice unbundled Tennessee Bus 2-Way Area Calling Port Standard Option (TACC2)			UEPBX	UEPAD	14.00	90.00	90.00				19.99				
		2-Wire voice unbundled Tennessee Bus 2-Way Collierville and Memphis Local Calling Port (B2F)			UEPBX	UEPAE	14.00	90.00	90.00				19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPBX	LNPCX	0.35										
		FEATURES															
		All Features Offered			UEPBX	UEPVF	0.00	0.00	0.00				19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop / Line Port Combination - Switch-as-is			UEPBX	USAC2		41.50	41.50				19.99				
		2-Wire Voice Grade Loop / Line Port Combination - Switch with change			UEPBX	USACC		41.50	41.50				19.99				
		ADDITIONAL NRCs															
		NRC - 2-Wire Voice Grade Loop/Line Port Combination - Subsequent			UEPBX	USAS2		0.00	0.00				19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (RES - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
		2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPRG	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPRG	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPRG	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (RES - PBX)															
		2-Wire VG Unbundled Combination 2-Way PBX Trunk Port - Res			UEPRG	UEPRD	14.00	90.00	90.00				19.99				
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPRG	LNPCP	3.15										
		FEATURES															
		All Features Offered			UEPRG	UEPVF	0.00	0.00	0.00				19.99				
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPRG	USAC2		41.50	41.50				19.99				
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPRG	USACC		41.50	41.50				19.99				
		ADDITIONAL NRCs															
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00				19.99				
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64				19.99				
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE LINE PORT (BUS - PBX)															
		UNE Port/Loop Combination Rates															
		2-Wire VG Loop/Port Combo - Zone 1		1			26.48										
		2-Wire VG Loop/Port Combo - Zone 2		2			30.31										
		2-Wire VG Loop/Port Combo - Zone 3		3			35.32										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPPX	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPPX	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPPX	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (BUS - PBX)															
		Line Side Unbundled Combination 2-Way PBX Trunk Port - Bus			UEPPX	UEPPC	14.00	90.00	90.00				19.99				
		Line Side Unbundled Outward PBX Trunk Port - Bus			UEPPX	UEPPO	14.00	90.00	90.00				19.99				
		Line Side Unbundled Incoming PBX Trunk Port - Bus			UEPPX	UEPP1	14.00	90.00	90.00				19.99				
		2-Wire Voice Unbundled PBX LD Terminal Ports			UEPPX	UEPLD	14.00	90.00	90.00				19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: C					
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Unbundled 2-Way Combination PBX Tennessee Calling Port			UEPPX	UEPT2	14.00					19.99					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Tennessee Calling Port			UEPPX	UEPTO	14.00					19.99					
		2-Wire Voice Unbundled 2-Way Combination PBX Usage Port			UEPPX	UEPXA	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled PBX Toll Terminal Hotel Ports			UEPPX	UEPXB	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled PBX LD DDD Terminals Port			UEPPX	UEPXC	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard Port			UEPPX	UEPXD	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled PBX LD Terminal Switchboard IDD Capable Port			UEPPX	UEPXE	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Administrative Calling Port			UEPPX	UEPXL	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled 2-Way PBX Hotel/Hospital Economy Room Calling Port			UEPPX	UEPXM	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled 1-W Out PBX Hotel/Hospital Economy Administrative Calling Port TN			UEPPX	UEPXN	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Hotel/Hospital Discount Room Calling Port			UEPPX	UEPXO	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled 1-Way Outgoing PBX Measured Port			UEPPX	UEPXS	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled PBX Collierville and Memphis Calling Port			UEPPX	UEPXU	14.00	90.00	90.00			19.99					
		2-Wire Voice Unbundled 2-Way PBX Tennessee RegionServ Calling Port			UEPPX	UEPXV	14.00	90.00	90.00			19.99					
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPPX	LNPCP	3.15										
		FEATURES															
		All Features Offered			UEPPX	UEPVF	0.00	0.00	0.00			19.99					
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPPX	USAC2		41.50	41.50			19.99					
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPPX	USACC		41.50	41.50			19.99					
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPPX	USAS2		0.00	0.00			19.99					
		2 Wire Loop/Line Side Port Combination - Non feature - Subsequent Activity- Nonrecurring						0.00	0.00			19.99					
		PBX Subsequent Activity - Change/Rearrange Multiline Hunt Group						14.64	14.64			19.99					
		2-WIRE VOICE GRADE LOOP WITH 2-WIRE ANALOG LINE COIN PORT															
		UNE Port/Loop Combination Rates															
		2-Wire VG Coin Port/Loop Combo – Zone 1		1			26.48										
		2-Wire VG Coin Port/Loop Combo – Zone 2		2			30.31										
		2-Wire VG Coin Port/Loop Combo – Zone 3		3			35.32										
		UNE Loop Rates															
		2-Wire Voice Grade Loop (SL1) - Zone 1		1	UEPCO	UEPLX	12.48										
		2-Wire Voice Grade Loop (SL1) - Zone 2		2	UEPCO	UEPLX	16.31										
		2-Wire Voice Grade Loop (SL1) - Zone 3		3	UEPCO	UEPLX	21.32										
		2-Wire Voice Grade Line Port Rates (Coin)															
		2-Wire Coin 2-Way without Operator Screening and without Blocking (TN)			UEPCO	UEPTB	14.00	90.00	90.00			19.99					
		2-Wire Coin 2-Way with Operator Screening and Blocking: 011, 900/976, 1+DDD (NC, TN)			UEPCO	UEPRP	14.00					19.99					
		2-Wire Coin 2-Way with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTA	14.00	90.00	90.00			19.99					
		2-Wire Coin 2-Way with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (NC, TN)			UEPCO	UEPCA	14.00	90.00	90.00			19.99					
		2-Wire Coin Outward with Operator Screening and 011 Blocking (TN)			UEPCO	UEPTC	14.00	90.00	90.00			19.99					

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Coin Outward with Operator Screening and Blocking: 900/976, 1+DDD, 011+, and Local (TN)			UEPCO	UEPOT	14.00	90.00	90.00			19.99					
		LOCAL NUMBER PORTABILITY															
		Local Number Portability (1 per port)			UEPCO	LNPCX	0.35										
		NONRECURRING CHARGES - CURRENTLY COMBINED															
		2-Wire Voice Grade Loop/ Line Port Combination - Switch-As-Is			UEPCO	USAC2		41.50	41.50			19.99					
		2-Wire Voice Grade Loop/ Line Port Combination - Switch with Change			UEPCO	USACC		41.50	41.50			19.99					
		ADDITIONAL NRCs															
		2-Wire Voice Grade Loop/ Line Port Combination - Subsequent			UEPCO	USAS2		0.00	0.00			19.99					
UNBUNDLED CENTREX PORT/LOOP COMBINATIONS - COST BASED RATES																	
1. Cost Based Rates are applied where BellSouth is required by FCC and/or State Commission rule to provide Unbundled Local Switching or Switch Ports.																	
2. Features shall apply to the Unbundled Port/Loop Combination - Cost Based Rate section in the same manner as they are applied to the Stand-Alone Unbundled Port section of this Rate Exhibit.																	
3. End Office and Tandem Switching Usage and Common Transport Usage rates in the Port section of this rate exhibit shall apply to all combinations of loop/port network elements except for UNE Coin Port/Loop Combinations.																	
For Georgia, Kentucky, Louisiana, Mississippi and Tennessee, the recurring UNE Port and Loop charges listed apply to Currently Combined and Not Currently Combined Combos. The the first and additional Port nonrecurring charges apply to Not Currently Combined Combos for all states. In GA, KY, LA, MS and TN these nonrecurring charges are commission ordered cost based rates and in AL, FL, NC and SC these nonrecurring charges are Market Rates and are listed in the Market Rate section. For Currently Combined Combos in all other states, the nonrecurring charges shall be those identified in the Nonrecurring - Currently Combined sections.																	
5. Market Rates for Unbundled Centrex Port/Loop Combination will be negotiated on an Individual Case Basis, until further notice.																	
UNE-P CENTREX - 1AESS - (Valid in AL,FL,GA,KY,LA,MS,&TN only)																	
2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo																	
UNE Port/Loop Combination Rates (Non-Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP91		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP91		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP91		23.02										
UNE Port/Loop Combination Rates (Design)																	
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP91		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP91		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP91		29.98										
UNE Loop Rate																	
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP91	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP91	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP91	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP91	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP91	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP91	UECS2	28.28										
UNE Ports																	
All States (Except North Carolina and Sout Carolina)																	
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP91	UEPYA	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP91	UEPYB	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP91	UEPYH	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP91	UEPYM	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP91	UEPYZ	1.70	22.14	15.25	8.45	3.91	19.99					

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C		
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)				
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP91	UEPY9	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP91	UEPY2	1.70	22.14	15.25	8.45	3.91		19.99			
	AL, KY, LA, MS, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP91	UEPQA	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP91	UEPQB	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP91	UEPQH	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP91	UEPQM	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP91	UEPQZ	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP91	UEPQ9	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP91	UEPQ2	1.70	22.14	15.25	8.45	3.91		19.99			
		Local Switching														
		Centrex Intercom Funtionality, per port			UEP91	URECS	0.6381									
		Local Number Portability														
		Local Number Portability (1 per port)			UEP91	LNPPC	0.35									
		Features														
		All Standard Features Offered, per port			UEP91	UEPVF	0.00						19.99			
		All Select Features Offered, per port			UEP91	UEPVS	0.00	433.78					19.99			
		All Centrex Control Features Offered, per port			UEP91	UEPVC	0.00						19.99			
	NARS															
		Unbundled Network Access Register - Combination			UEP91	UARCX	0.00	0.00	0.00				19.99			
		Unbundled Network Access Register - Indial			UEP91	UAR1X	0.00	0.00	0.00				19.99			
		Unbundled Network Access Register - Outdial			UEP91	UARO	0.00	0.00	0.00				19.99			
		Miscellaneous Terminations														
		2-Wire Trunk Side														
		Trunk Side Terminations, each			UEP91	CENA6	8.78	22.14	15.25	8.45	3.91		19.99			
		Interoffice Channel Mileage - 2-Wire														
		Interoffice Channel Facilities Termination - Voice Grade			UEP91	MIGBC	18.58	22.14	15.25	8.45	3.91		19.99			
		Interoffice Channel mileage, per mile or fraction of mile			UEP91	MIGBM	0.0174									
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
		D4 Channel Bank Feature Activations														
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP91	1PQWS	0.66									
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP91	1PQW6	0.66									
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP91	1PQW7	0.66									
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP91	1PQWP	0.66									
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP91	1PQWV	0.66									
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP91	1PQWQ	0.66									
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP91	1PQWA	0.66									
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
		Conversion - Currently Combined Switch-As-Is with allowed changes, per port			UEP91	USAC2		1.03	0.29				19.99			
		New Centrex Standard Common Block			UEP91	M1ACS	0.00	658.60					19.99			
		New Centrex Customized Common Block			UEP91	M1ACC	0.00	658.60					19.99			
		Secondary Block, per Block			UEP91	M2CC1	0.00	73.55					19.99			
		NAR Establishment Charge, Per Occasion			UEP91	URECA		68.57					19.99			
		UNE-P CENTREX - 5ESS (Valid in All States)														
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo														

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP95		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP95		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP95		23.02										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP95		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP95		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP95		29.98										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP95	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP95	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP95	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP95	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP95	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP95	UECS2	28.28										
		UNE Port Rate															
		All States															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP95	UEPYA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPYB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP95	UEPYH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP95	UEPYM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP95	UEPYZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP95	UEPY9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP95	UEPY2	1.70	22.14	15.25	8.45	3.91		19.99				
		AL, KY, LA, MS, SC, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP95	UEPQA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP95	UEPQB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP95	UEPQH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP95	UEPQM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP95	UEPQZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP95	UEPQ9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP95	UEPQ2	1.70	22.14	15.25	8.45	3.91		19.99				
		FL & GA Only															
		Local Switching															
		Centrex Intercom Funtionality, per port			UEP95	URECS	0.6381										
		Local Number Portability															
		Local Number Portability (1 per port)			UEP95	LNPCC	0.35										
		Features															
		All Standard Features Offered, per port			UEP95	UEPVF	0.00						19.99				
		All Select Features Offered, per port			UEP95	UEPVS	0.00	433.78					19.99				

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: C		
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	
		All Centrex Control Features Offered, per port			UEP95	UEPVC	0.00						19.99				
	NARS																
		Unbundled Network Access Register - Combination			UEP95	UARCX	0.00	0.00	0.00				19.99				
		Unbundled Network Access Register - Indial			UEP95	UAR1X	0.00	0.00	0.00				19.99				
		Unbundled Network Access Register - Outdial			UEP95	UAROx	0.00	0.00	0.00				19.99				
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP95	CEND6	8.78	47.75	47.01	9.21	8.47		19.99				
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP95	M1HD1	35.55	75.93	38.15				19.99				
		DS0 Channels Activated, each			UEP95	M1HDO	0.00	108.67					19.99				
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP95	MIGBC	18.58	22.14	15.25	8.45	3.91		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP95	MIGBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP95	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP95	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP95	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP95	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP95	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP95	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP95	1PQWA	0.66										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP95	USAC2		1.03	0.29				19.99				
		New Centrex Standard Common Block			UEP95	M1ACS	0.00	658.60					19.99				
		New Centrex Customized Common Block			UEP95	M1ACC	0.00	658.60					19.99				
		NAR Establishment Charge, Per Occasion			UEP95	URECA	0.00	68.57					19.99				
		UNE-P CENTREX - DMS100 (Valid in All States)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9D		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9D		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9D		23.02										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9D		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9D		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9D		29.98										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9D	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9D	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9D	UECS1	21.32										

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9D	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9D	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9D	UECS2	28.28										

UNBUNDLED NETWORK ELEMENTS - Tennessee										Attachment: 2		Exhibit: C				
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec			Nonrecurring Disconnect		OSS RATES (\$)				
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port Terminated on 800 Service Term Basic Local Area			UEP9D	UEPY2	1.70	22.14	15.25	8.45	3.91		19.99			
	AL, KY, LA, MS, SC, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP9D	UEPQA	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9D	UEPQB	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex / EBS-PSET)3			UEP9D	UEPQC	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5009)3			UEP9D	UEPQD	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5209)3			UEP9D	UEPQE	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5112)3			UEP9D	UEPQF	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5312)3			UEP9D	UEPQG	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5008)3			UEP9D	UEPQT	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5208)3			UEP9D	UEPQU	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5216)3			UEP9D	UEPQV	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex / EBS-M5316)3			UEP9D	UEPQ3	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex with Caller ID)			UEP9D	UEPQH	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/Caller ID/Msg Wtg Lamp Indication)3			UEP9D	UEPQW	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/Msg Wtg Lamp Indication)3			UEP9D	UEPQJ	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center) 2			UEP9D	UEPQM	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-PSET)2, 3			UEP9D	UEPQO	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5009)2, 3			UEP9D	UEPQP	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-5209)2, 3			UEP9D	UEPQQ	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5112)2, 3			UEP9D	UEPQR	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5312)2, 3			UEP9D	UEPQS	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5008)2, 3			UEP9D	UEPQ4	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5208)2, 3			UEP9D	UEPQ5	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5216)2, 3			UEP9D	UEPQ6	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port (Centrex/differ SWC /EBS-M5316)2, 3			UEP9D	UEPQ7	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9D	UEPQZ	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9D	UEPQ9	1.70	22.14	15.25	8.45	3.91		19.99			
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9D	UEPQ2	1.70	22.14	15.25	8.45	3.91		19.99			
		Local Switching														
		Centrex Intercom Functionality, per port			UEP9D	URECS	0.6381									
		Local Number Portability														
		Local Number Portability (1 per port)			UEP9D	LNPCC	0.35									
		Features														
		All Standard Features Offered, per port			UEP9D	UEPVF	0.00						19.99			
		All Select Features Offered, per port			UEP9D	UEPVS	0.00	433.78					19.99			
		All Centrex Control Features Offered, per port			UEP9D	UEPVC	0.00						19.99			
		NARS														
		Unbundled Network Access Register - Combination			UEP9D	UARCX	0.00	0.00	0.00				19.99			
		Unbundled Network Access Register - Inward			UEP9D	UAR1X	0.00	0.00	0.00				19.99			
		Unbundled Network Access Register - Outdial			UEP9D	UARO	0.00	0.00	0.00				19.99			
		Miscellaneous Terminations														
		2-Wire Trunk Side														
		Trunk Side Terminations, each			UEP9D	CEND6	8.78	22.14	15.25	8.45	3.91		19.99			
		4-Wire Digital (1.544 Megabits)														

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		DS1 Circuit Terminations, each			UEP9D	M1HD1	35.55	75.93	38.15			19.99					
		DS0 Channels Activated per Channel			UEP9D	M1HDO	0.00	108.67				19.99					
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP9D	MIGBC	18.58	22.14	15.25	8.45	3.91	19.99					
		Interoffice Channel mileage, per mile or fraction of mile			UEP9D	MIGBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9D	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9D	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9D	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9D	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9D	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjle Line/Trunk Loop Slot			UEP9D	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9D	1PQWA	0.66										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9D	USAC2		1.03	0.29			19.99					
		New Centrex Standard Common Block			UEP9D	M1ACS	0.00	658.60				19.99					
		New Centrex Customized Common Block			UEP9D	M1ACC	0.00	658.60				19.99					
		NAR Establishment Charge, Per Occasion			UEP9D	URECA		68.57				19.99					
		UNE-P CENTREX - EWSD (Valid in AL, FL, KY, LA, MS & TN)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP9E		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP9E		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP9E		23.02										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP9E		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP9E		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP9E		29.98										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP9E	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP9E	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP9E	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP9E	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP9E	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP9E	UECS2	28.28										
		UNE Port Rate															
		AL, FL, KY, LA, MS, & TN only															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP9E	UEPYA	1.70	22.14	15.25	8.45	3.91	19.99					
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP9E	UEPYB	1.70	22.14	15.25	8.45	3.91	19.99					

UNBUNDLED NETWORK ELEMENTS - Tennessee												Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP9E	UEPYH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP9E	UEPYM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP9E	UEPYZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP9E	UEPY9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP9E	UEPY2	1.70	22.14	15.25	8.45	3.91		19.99				
		AL, KY, LA, MS, & TN Only															
		2-Wire Voice Grade Port (Centrex)			UEP9E	UEPQA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP9E	UEPQB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP9E	UEPQH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP9E	UEPQM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP9E	UEPQZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP9E	UEPQ9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP9E	UEPQ2	1.70	22.14	15.25	8.45	3.91		19.99				
		Local Switching															
		Centrex Intercom Funtionalty, per port			UEP9E	URECS	0.6381										
		Local Number Portability															
		Local Number Portability (1 per port)			UEP9E	LNPCC	0.35										
		Features															
		All Standard Features Offered, per port			UEP9E	UEPVF	0.00						19.99				
		All Select Features Offered, per port			UEP9E	UEPVS	0.00	433.78					19.99				
		All Centrex Control Features Offered, per port			UEP9E	UEPVC	0.00						19.99				
		NARS															
		Unbundled Network Access Register - Combination			UEP9E	UARCX	0.00	0.00	0.00				19.99				
		Unbundled Network Access Register - Indial			UEP9E	UAR1X	0.00	0.00	0.00				19.99				
		Unbundled Network Access Register - Outdial			UEP9E	UARO	0.00	0.00	0.00				19.99				
		Miscellaneous Terminations															
		2-Wire Trunk Side															
		Trunk Side Terminations, each			UEP9E	CEND6	8.78	22.14	15.25	8.45	3.91		19.99				
		4-Wire Digital (1.544 Megabits)															
		DS1 Circuit Terminations, each			UEP9E	M1HD1	35.55	75.93	38.15				19.99				
		DS0 Channel Activated Per Channel			UEP9E	M1HDO	0.00	108.67					19.99				
		Interoffice Channel Mileage - 2-Wire															
		Interoffice Channel Facilities Termination			UEP9E	MIGBC	18.58	22.14	15.25	8.45	3.91		19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP9E	MIGBM	0.0174										
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service															
		D4 Channel Bank Feature Activations															
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP9E	1PQWS	0.66										
		Feature Activation on D-4 Channel Bank FX line Side Loop Slot			UEP9E	1PQW6	0.66										
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP9E	1PQW7	0.66										
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP9E	1PQWP	0.66										
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP9E	1PQWV	0.66										
		Feature Activation on D-4 Channel Bank Tjie Line/Trunk Loop Slot			UEP9E	1PQWQ	0.66										
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP9E	1PQWA	0.66										
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex															

UNBUNDLED NETWORK ELEMENTS - Tennessee													Attachment: 2		Exhibit: C		
CATE GORY	NOTES	RATE ELEMENTS	Interi m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)					
								First	Add'l	First	Add'l	SOMECE	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP9E	USAC2		1.03	0.29				19.99				
		New Centrex Standard Common Block			UEP9E	M1ACS	0.00	658.60					19.99				
		New Centrex Customized Common Block			UEP9E	M1ACC	0.00	658.60					19.99				
		NAR Establishment Charge, Per Occasion			UEP9E	URECA	0.00	68.57					19.99				
		UNE-P CENTREX - DCO - Valid in AL, KY, LA, MS, & TN)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Combo															
		UNE Port/Loop Combination Rates (Non-Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Non-Design		1	UEP93		14.18										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		2	UEP93		18.01										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Non-Design		3	UEP93		23.02										
		UNE Port/Loop Combination Rates (Design)															
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex) Port Combo - Design		1	UEP93		18.26										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		2	UEP93		23.33										
		2-Wire VG Loop/2-Wire Voice Grade Port (Centrex)Port Combo - Design		3	UEP93		29.98										
		UNE Loop Rate															
		2-Wire Voice Grade Loop (SL 1) - Zone 1		1	UEP93	UECS1	12.48										
		2-Wire Voice Grade Loop (SL 1) - Zone 2		2	UEP93	UECS1	16.31										
		2-Wire Voice Grade Loop (SL 1) - Zone 3		3	UEP93	UECS1	21.32										
		2-Wire Voice Grade Loop (SL 2) - Zone 1		1	UEP93	UECS2	16.56										
		2-Wire Voice Grade Loop (SL 2) - Zone 2		2	UEP93	UECS2	21.63										
		2-Wire Voice Grade Loop (SL 2) - Zone 3		3	UEP93	UECS2	28.28										
		UNE Port Rate															
		AL, KY, LA, MS, & TN only															
		2-Wire Voice Grade Port (Centrex) Basic Local Area			UEP93	UEPYA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)Basic Local Area			UEP93	UEPYB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1Basic Local Area			UEP93	UEPYH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2 Basic Local Area			UEP93	UEPYM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term - Basic Local Area			UEP93	UEPYZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent - Basic Local Area			UEP93	UEPY9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term - Basic Local Area			UEP93	UEPY2	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex)			UEP93	UEPQA	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex 800 termination)			UEP93	UEPQB	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex with Caller ID)1			UEP93	UEPQH	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port (Centrex from diff Serving Wire Center)2			UEP93	UEPQM	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port, Diff Serving Wire Center - 800 Service Term			UEP93	UEPQZ	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port terminated in on Megalink or equivalent			UEP93	UEPQ9	1.70	22.14	15.25	8.45	3.91		19.99				
		2-Wire Voice Grade Port Terminated on 800 Service Term			UEP93	UEPQ2	1.70	22.14	15.25	8.45	3.91		19.99				
		Local Switching															

UNBUNDLED NETWORK ELEMENTS - Tennessee											Attachment: 2		Exhibit: C			
CATE GORY	NOTES	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- 1st	Incremental Charge - Manual Svc Order vs. Electronic- Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)				
								First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN
		Centrex Intercom Funtionality, per port			UEP93	URECS	0.6381									
		Local Number Portability			UEP93	LNCCC	0.35									
		Local Number Portability (1 per port)			UEP93	LNCCC	0.35									
		Features														
		All Standard Features Offered, per port			UEP93	UEPVF	0.00									
		All Centrex Control Features Offered, per port			UEP93	UEPVC	0.00									
		NARS														
		Unbundled Network Access Register - Combination			UEP93	UARCX	0.00	0.00	0.00			19.99				
		Unbundled Network Access Register - Indial			UEP93	UAR1X	0.00	0.00	0.00			19.99				
		Unbundled Network Access Register - Outdial			UEP93	UARO	0.00	0.00	0.00			19.99				
		Miscellaneous Terminations														
		2-Wire Trunk Side														
		Trunk Side Terminations, each			UEP93	CEND6	8.78	22.14	15.25	8.45	3.91	19.99				
		4-Wire Digital (1.544 Megabits)														
		DS1 Circuit Terminations, each			UEP93	M1HD1	35.55	75.93	38.15			19.99				
		DS0 Channels Activated, Per Channel			UEP93	M1HDO	0.00	108.67				19.99				
		Interoffice Channel Mileage - 2-Wire														
		Interoffice Channel Facilities Termination			UEP93	MIGBC	18.58	22.14	15.25	8.45	3.91	19.99				
		Interoffice Channel mileage, per mile or fraction of mile			UEP93	MIGBM	0.0174									
		Feature Activations (DS0) Centrex Loops on Channelized DS1 Service														
		D4 Channel Bank Feature Activations														
		Feature Activation on D-4 Channel Bank Centrex Loop Slot			UEP93	1PQWS	0.66									
		Feature Activation on D-4 Channel Bank FX Line Side Loop Slot			UEP93	1PQW6	0.66									
		Feature Activation on D-4 Channel Bank FX Trunk Side Loop Slot			UEP93	1PQW7	0.66									
		Feature Activation on D-4 Channel Bank Centrex Loop Slot - Different Wire Center			UEP93	1PQWP	0.66									
		Feature Activation on D-4 Channel Bank Private Line Loop Slot			UEP93	1PQWV	0.66									
		Feature Activation on D-4 Channel Bank Tie Line/Trunk Loop Slot			UEP93	1PQWQ	0.66									
		Feature Activation on D-4 Channel Bank WATS Loop Slot			UEP93	1PQWA	0.66									
		Non-Recurring Charges (NRC) Associated with UNE-P Centrex														
		NRC Conversion Currently Combined Switch-As-Is with allowed changes, per port			UEP93	USAC2		1.03	0.29			19.99				
		New Centrex Standard Common Block			UEP93	M1ACS	0.00	658.60				19.99				
		New Centrex Customized Common Block			UEP93	M1ACC	0.00	658.60				19.99				
		NAR Establishment Charge, Per Occasion			UEP93	URECA		68.57				19.99				
		Note 1 - Required Port for Centrex Control in 1AESS, 5ESS & EWSD														
		Note 2 - Requires Interoffice Channel Mileage														
		Note 3 - Requires Specific Customer Premises Equipment														

Attachment 3

Network Interconnection

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Network Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local) and exchange access (IntraLATA Toll and Switched Access) on the following terms:

1. Definitions

Dedicated Transport. Dedicated Transport is defined as transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3, and Ocn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers.

Interoffice Channel Dedicated Transport. Interoffice Channel Dedicated Transport is defined as a switched transport facility between a Party's designated Serving Wire Center and the first point of switching on the other Party's common (shared) network.

Local Channel. A Local Channel is defined as a switched dedicated transport facility between a Party's Point of Interconnection and its designated Serving Wire Center.

Dark Fiber Transport. Dark Fiber Transport is defined as incumbent LEC optical transmission facilities without attached multiplexing, aggregation or other electronics.

Shared Transport. Shared transport is defined as transmission facilities shared by more than one carrier, including the incumbent LEC, between end office switches, between end office switches and tandem switches, and between tandem switches, in the incumbent LEC networks.

Fiber Meet. Fiber Meet is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point of Interconnection).

ISP-Bound Traffic. ISP-Bound Traffic is defined as telecommunications traffic delivered to an information service provider ("ISP"). ISP-Bound Traffic is not considered Local Traffic subject to reciprocal compensation but instead is classified as information access.

Local Traffic:

CLEC Local Traffic. CLEC Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal transport and termination compensation, CLEC Local Traffic does not include ISP-Bound Traffic. As further clarification, CLEC Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

Wireless Local Traffic. Wireless Local Traffic is defined for purposes of reciprocal compensation under this Agreement as: (1) any telephone call that originates on the network of Sprint PCS within a Major Trading Area ("MTA") and terminates on the network of BellSouth in the same MTA and within the Local Access and Transport Area ("LATA") in which the call is handed off from Sprint PCS to BellSouth, and (2) any telephone call that originates on the network of BellSouth that is handed off directly to Sprint PCS in the same LATA in which the call originates and terminates on the network of Sprint PCS in the MTA in which the call is handed off from BellSouth to Sprint PCS. For purposes of this Agreement, LATA shall have the same definition as that contained in the Telecommunications Act of 1996, and MTA shall have the same definition as that contained in the FCC's rules.

Serving Wire Center. For purposes of interconnection, a Serving Wire Center is defined as the wire center owned by one party from which the other party would normally obtain dial tone for its Point of Interconnection.

Transit Traffic. Transit Traffic is traffic originating on Sprint CLEC's network that is switched and/or transported by BellSouth and delivered to a third party's network or traffic originating on a third party's network that is switched and/or transported by BellSouth and delivered to Sprint CLEC's network.

Wireless Intermediary Traffic. Wireless Intermediary Traffic is defined as the delivery, pursuant to this agreement or Commission directive, of local or toll (using traditional landline definitions) traffic to or from a local exchange carrier other than BellSouth; a CLEC; or another telecommunications company such as a CMRS provider other than Sprint PCS through the network of BellSouth or Sprint PCS from or to an end user of BellSouth or Sprint PCS.

Tandem Switching. For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch), pursuant to 47 CFR § 51.319 (c) (2).

End Office Switching. For the purposes of this Attachment, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

Physical Point of Interconnection. A Point of Interconnection is the physical telecommunications interface between BellSouth and Sprint's interconnection functions. It establishes the technical interconnection and point of operational responsibility and defines the point at which call transport and termination reciprocal compensation responsibility begins. The primary function of the Point of Interconnection is to serve as the termination point for the interconnection service.

Virtual Point of Interconnection (VPOI) is defined as the Point of Interconnection specified pursuant to Section 2.8.1.1 for delivery of BellSouth originated traffic to Sprint CLEC from which Sprint CLEC agrees to pay BellSouth for Interoffice Dedicated Transport for BellSouth to transport Local Traffic and ISP-Bound Traffic over BellSouth facilities from the VPOI to the Physical Point of Interconnection designated by Sprint CLEC. A VPOI may be established in any BellSouth basic local calling area (1) to which Sprint CLEC has assigned a Sprint CLEC NPA/NXX, (2) which meets the criteria in 2.8.1.1, and (3) to which Sprint CLEC does not want BellSouth to establish a Physical Point of Interconnection as set forth above. Compensation for said transport is as set forth in the Interconnection Compensation section of this Attachment.

2. Network Interconnection

- 2.1 BellSouth shall provide interconnection with BellSouth's network at any technically feasible point within BellSouth's network.
- 2.2 Network Interconnection Methods (NIMs) include, but are not limited to, Physical Collocation Interconnection; Virtual Collocation Interconnection; Leased Facilities Interconnection; Fiber Meet Interconnection; and other methods as mutually agreed to by the Parties. One or more of these methods may be used to effect the Interconnection in each LATA, or as otherwise agreed between the Parties. Requests to BellSouth for interconnection at other points or through other methods may be made through the Bona Fide Request/New Business Request process set out in the General Terms and Conditions of this Agreement.

- 2.2.1 Using one or more of the NIM's herein, the Parties will agree to a physical interconnection architecture plan for a specific geographic area. Sprint CLEC and BellSouth agree to interconnect their networks through existing and/or new interconnection facilities between Sprint CLEC's switch(es) and BellSouth End Office(s) and/or Tandem switch(es). The physical architecture plan will, at a minimum, include the location of Sprint's switch(es) and BellSouth's End Office switch(es) and/or Tandem switch(es) to be interconnected and the facilities that will connect the two networks. At the time of implementation in a given local exchange area the plan will be documented.

2.3 Wireless Network Interconnection

- 2.3.1 There are three appropriate methods of interconnecting facilities: (1) interconnection via purchase of facilities from either party by the other party; (2) physical collocation; and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations. For FCC licensed CMRS providers only, Type 1, Type 2A and Type 2B interconnection arrangements described in BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement. Rates and charges for both virtual and physical collocation may be provided in a separate collocation agreement. Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis.
- 2.3.2 BellSouth and Sprint PCS will accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established to at least one BellSouth access tandem within every LATA Sprint PCS desires to serve, or Sprint PCS may elect to interconnect directly at an end office for interconnection to end users served by that end office. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point after Sprint PCS implements SS7 capability within its own network. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. BellSouth and Sprint PCS facilities' shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. In the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate tariff, as amended from time to time will apply. The cost of the

interconnection facilities between BellSouth and Sprint PCS switches within BellSouth's service area shall be shared on an equal basis. Upon mutual agreement by the parties to implement one-way trunking on a state-wide basis, each Party will be responsible for the cost of the one-way interconnection facilities associated with its originating traffic.

2.3.3 BellSouth and Sprint PCS will establish trunk groups from the interconnecting facilities of subsection 2.3.1 of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. BellSouth's treatment of Sprint PCS as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges. Unless otherwise agreed, BellSouth will provide or bear the cost of all trunk groups for the delivery of Local Traffic from BellSouth to Sprint PCS's Mobile Telephone Switching Offices within BellSouth's service territory, and Sprint PCS will provide or bear the cost of all trunk groups for the delivery of traffic from Sprint PCS to each BellSouth access tandem and end office at which BellSouth and Sprint PCS interconnect.

2.3.4 BellSouth and Sprint PCS will use an auditable Wireless Percent Local Usage (PLU) factor as a method for determining whether wireless traffic is Local or Non-Local. The Wireless PLU factor will be used for wireless traffic delivered by either party for termination on the other party's network.

2.3.5 When BellSouth and Sprint PCS provide an access service connection between an Interexchange Carrier ("IXC") and each other, each party will provide its own access services to the IXC. If access charges are billed, each party will bill its own access service rates to the IXC.

2.3.6 The ordering and provision of all services purchased from BellSouth by Sprint PCS shall be as set forth in the BellSouth Telecommunications Wireless Customer Guide as that guide is amended by BellSouth from time to time during the term of this Agreement.

2.4 Physical Collocation Interconnection

2.4.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a BellSouth tandem or end office and wishes to place its own transport terminating equipment at that location, Sprint may interconnect using the provisions of physical collocation as set forth in Attachment 4 of this Agreement.

2.5 Virtual Collocation Interconnection

- 2.5.1 When Sprint provides its own facilities or uses the facilities of a 3rd party to a BellSouth tandem or end office and wishes for BellSouth to place transport terminating equipment at that location on Sprint's behalf, Sprint may interconnect using the provisions of Virtual Collocation as set forth in Attachment 4A of this Agreement.

2.6 Interconnection via Leased Dedicated Transport Facilities

- 2.6.1 For purposes of call transport and termination, Sprint CLEC or BellSouth as the originating party may obtain Local Channel and Interoffice Channel dedicated transport facilities to interconnect with the terminating Party as set forth below. The Parties shall utilize dedicated transport facilities if the traffic destined for that facility exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties. The Parties shall charge for such facilities as set forth in Exhibit A to this Attachment. The portion of such facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility Factor (PLF). If Sprint CLEC, pursuant to 47 CFR §51.711(b) demonstrates that its costs support rates for trunks and associated dedicated transport other than as set forth in Exhibit A, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.

- 2.6.1.1 Sprint CLEC or BellSouth as the originating Party may obtain Local Channel dedicated transport facilities from the terminating Party from the originating Party's Point of Interconnection to the Serving Wire Center.

- 2.6.1.2 Sprint CLEC or BellSouth as the originating Party may obtain Interoffice Channel dedicated transport facilities from the terminating Party from the Serving Wire Center to the terminating Party's switch to which the originating Party desires interconnection.

2.7 Fiber Meet Interconnection

- 2.7.1 Fiber Meet Interconnection between BellSouth and Sprint CLEC can occur at any mutually agreeable, economically and technically feasible point between Sprint CLEC's premises and a BellSouth Tandem or End Office within a LATA.
- 2.7.2 If Sprint CLEC elects to interconnect with BellSouth pursuant to a Fiber Meet, Sprint CLEC and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel facility at technically feasible transmission speeds as mutually agreed to by the Parties. Sprint CLEC and BellSouth shall work jointly to determine the specific transmission system to permit the successful interconnection and completion of traffic routed over the facilities that interconnect at the Fiber Meet. The technical

specifications will be designed so that Sprint CLEC or BellSouth may, as far as is technically feasible, independently select the transmission, multiplexing, and fiber terminating equipment to be used on its side of the Fiber Meet. Neither Sprint CLEC or BellSouth will be allowed to access the Data Communications Channel ("DCC") of the other Party's Fiber Optic Terminal (FOT).

- 2.7.3 There are two basic Fiber Meet design options. The option selected must be mutually agreeable to both Sprint CLEC and BellSouth, but neither shall unreasonably withhold its agreement to utilize a Fiber Meet design option. Additional arrangements may be mutually developed and agreed to by Sprint CLEC and BellSouth pursuant to the requirements of this section.
- 2.7.3.1 Design One: Sprint CLEC's fiber cable (four fibers) and BellSouth's fiber cable (four fibers) are connected at an economically and technically feasible point between Sprint and BellSouth locations. This Interconnection point would be at a mutually agreeable location approximately midway between the two. The Parties fiber cables would be terminated and then cross connected on a fiber termination panel. Each Party would supply a fiber optic terminal at its respective end. The POI would be at the fiber termination panel at the mid-point meet.
- 2.7.3.2 Design Two: Both Sprint CLEC and BellSouth each provide two fibers between their locations. This design may only be considered where existing fibers are available and there is a mutual benefit to both Sprint CLEC and BellSouth. BellSouth will provide the fibers associated with the "working" side of the system. Sprint CLEC will provide the fibers associated with the "protection" side of the system. Sprint CLEC and BellSouth will work cooperatively to terminate each other's fiber in order to provision this joint point-to-point linear chain or fiber ring SONET system. Both Sprint CLEC and BellSouth will work cooperatively to determine the appropriate technical handoff for purposes of demarcation and fault isolation.
- 2.7.4 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting BellSouth wire center.
- 2.7.5 Sprint CLEC shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the interconnecting Sprint wire center.
- 2.7.6 Sprint CLEC and BellSouth may mutually agree upon an economically and technically feasible Point of Interconnection outside the interconnecting BellSouth wire center as a Fiber Meet point. BellSouth shall make all necessary preparations to receive, and to allow and enable Sprint CLEC to deliver, fiber optic facilities into the Point of Interconnection with sufficient spare length to reach the fusion splice point at the Point of Interconnection. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interconnection. A Common Language Location Identification ("CLLI") code will

be established for each Point of Interconnection. The code established must be a building type code. All orders shall originate from the Point of Interconnection (i.e., Point of Interconnection to Sprint CLEC, Point of Interconnection to BellSouth).

- 2.7.7 Sprint CLEC shall deliver and maintain Sprint CLEC's fiber optic facility wholly at its own expense. Upon verbal request by Sprint CLEC, BellSouth shall allow Sprint CLEC access to the Fiber Meet entry point for maintenance purposes as promptly as possible.
- 2.7.8 Each Party shall provide or lease its own, unique source for the synchronized timing of its equipment. Each timing source must be Stratum-1 traceable. Both Sprint CLEC and BellSouth agree to establish separate and distinct timing sources which are not derived from the other, and meet the criteria identified above.
- 2.7.9 Sprint CLEC and BellSouth will mutually agree on the capacity of the FOT(s) to be utilized based on equivalent DS1s or DS3s. Each Party will also agree upon the optical frequency and wavelength necessary to implement the Interconnection. Sprint CLEC and BellSouth will develop and agree upon methods for the capacity planning and management for these facilities, terms and conditions for over provisioning facilities, and the necessary processes to implement facilities as indicated below. These methods will meet quality standards as mutually agreed to by Sprint CLEC and BellSouth.
- 2.7.10 Sprint CLEC and BellSouth shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of its own SONET transmission system.
- 2.7.11 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 2.7.12 Neither Sprint CLEC or BellSouth shall charge the other for its portion of the Fiber Meet facility used exclusively for non transit Local Traffic (i.e. Local Channel). Charges incurred for other services including dedicated transport facilities from the Fiber Meet to the point where the facilities terminate if applicable will apply.

2.8 Points of Interconnection

- 2.8.1 A minimum of one Physical Point of Interconnection shall be established in each LATA in which Sprint CLEC originates, terminates, or exchanges local traffic or ISP-bound traffic and interconnects with BellSouth. The location of the initial Physical Point of Interconnection shall be established by mutual agreement of BellSouth and Sprint CLEC. In selecting the initial Physical Point of Interconnection, both BellSouth and Sprint CLEC will act in good faith and select

the point that is most efficient for both BellSouth and Sprint CLEC. Sprint CLEC and BellSouth shall each be responsible for engineering and maintaining the network on its side of the Physical Point of Interconnection. Establishment of an initial Physical Point of Interconnection will be initiated by written request and will be based on traffic volumes and patterns, facilities available, and other factors unique to the area. If Sprint CLEC and BellSouth are not able to reach mutual agreement on an initial Physical Point of Interconnection within 30 calendar days of the date of the written request, Sprint CLEC may designate a POI for the delivery and receipt of traffic at any existing Sprint Interexchange Carrier (IXC) Point of Presence (POP) location or, if not at an existing Sprint IXC POP, at a location that is within five (5) miles of a BellSouth tandem or end office. In the event that Sprint CLEC designates a POI that is not in a BellSouth office, Sprint CLEC and BellSouth acknowledge that this Agreement does not include rates that Sprint CLEC would charge BellSouth for BellSouth's collocation of equipment necessary for interconnection at such non-BellSouth locations including charges for space, power or other infrastructure-related elements. It is not Sprint CLEC's intent to charge for such space, power or other infrastructure-related elements; however, Sprint CLEC reserves the right to open negotiations with BellSouth with respect to such charges in the future and to enter into such negotiations with BellSouth pursuant to Section 252 of the Act.

2.8.1.1 Additional points of interconnection in a particular LATA may be established by mutual agreement of Sprint CLEC and BellSouth. Additional points of interconnection may be either Physical Points of Interconnection or Virtual Points of Interconnection. Absent mutual agreement, in order to establish additional points of interconnection in a LATA, the traffic between Sprint CLEC and BellSouth at the proposed additional point of interconnection must exceed 8.9 million minutes of local or ISP-Bound traffic per month for three consecutive months. Additionally, any end office to be designated as a point of interconnection must be more than 20 miles from an existing point of interconnection. A Physical Point of Interconnection will not be designated at a Central Office where physical or virtual collocation space or BellSouth fiber connectivity is not available. In no event shall Sprint CLEC or BellSouth be required to have more than one point of interconnection in a single local calling area.

2.8.1.2 Upon written notification from BellSouth or Sprint CLEC requesting the establishment of an additional point of interconnection, the receiving party has 45 calendar days to analyze, respond to, and negotiate in good faith the establishment of and location of such point of interconnection. If the receiving party disagrees that the traffic and mileage thresholds set forth herein have been met, then such party may utilize the dispute resolution procedures set forth in Section 14 of the General Terms and Conditions of this Agreement.

2.9 Interconnection Trunking

- 2.9.1 BellSouth and Sprint CLEC will work cooperatively to establish the most efficient trunking network in accordance with the provisions set forth in this Attachment and accepted industry practices.
- 2.9.2 Any Sprint CLEC request that requires special BellSouth translations and other network modifications will require Sprint CLEC to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in the General Terms and Conditions.
- 2.9.3 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling will be used.
- 2.9.4 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps Clear Channel Capability (64CCC) transmission to allow for ISDN interoperability between the Parties' respective networks, and such 64CCC must be specified by Sprint CLEC on the order.
- 2.9.5 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Sprint CLEC not addressed in Exhibit A shall be as negotiated by the Parties. Until such rates are established, the interim rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for Switched Access services. Once the negotiated rate is established, it will be applied retroactively to the date requested.
- 2.9.5.1 For two-way interconnection trunking that carries the Parties' Local and IntraLATA Toll Traffic only, excluding Transit Traffic, and for the two-way Supergroup interconnection trunk group that carries the Parties Local and IntraLATA Toll Traffic, plus Sprint CLEC's Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Sprint CLEC shall be responsible for ordering these two-way trunk groups.
- 2.9.6 One-way and Two-way Interconnection Trunking
 - 2.9.6.1 One-Way Interconnection Trunking
 - 2.9.6.1.1 One-way interconnection trunking for Local and IntraLATA Toll Traffic may be established by Sprint CLEC from its end office or switch to deliver such traffic to BellSouth access tandems, end offices, and local traffic to BellSouth local tandems. Likewise, BellSouth may establish one-way interconnection trunking from its access tandems, Local tandems and end offices to deliver Local and IntraLATA Toll Traffic to Sprint CLEC's end office or switching center.

- 2.9.6.1.2 The establishment of one-way interconnection trunking to a Party's end office provides for the delivery of the originating Party's Local and IntraLATA Toll Traffic to the terminating Party's end users served by such end office.
- 2.9.6.1.3 Sprint CLEC's establishment of one-way interconnection trunking to a BellSouth Local tandem provides for the delivery of its originated Local Traffic to the BellSouth end users served by BellSouth end offices subtending such BellSouth Local tandem or other BellSouth local tandems within the same local calling area according to the provisions in the Local Tandem Interconnection Trunking section of this Attachment.
- 2.9.6.1.4 Unless multiple tandem access is ordered, Sprint CLEC's establishment of one-way interconnection trunks at BellSouth access tandems provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic to the BellSouth end users served by such BellSouth access tandem.
- 2.9.6.2 Two-Way Interconnection Trunking
 - 2.9.6.2.1 Two-way interconnection trunking may be utilized by the Parties to transport Local and IntraLATA Toll Traffic between Sprint CLEC's end office or switch and BellSouth's access tandem or end office. Two-way interconnection trunking may also be used to transport Local Traffic between Sprint CLEC's end office or switch and BellSouth's local tandem. Upon determination that two-way interconnection trunking will be used, Sprint CLEC shall order such two-way trunking via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis. The Parties shall mutually agree upon the quantity of trunks and provisioning shall be jointly coordinated.
 - 2.9.6.2.1.1 Florida, Georgia, Kentucky, Louisiana, North Carolina and Tennessee
 - 2.9.6.2.1.1.1 BellSouth will provide two-way interconnection trunking upon Sprint CLEC's request. Once two-way interconnection trunking is established, BellSouth must use such two-way trunking for BellSouth-originated traffic.
 - 2.9.6.2.1.1.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.
 - 2.9.6.2.1.1.3 Additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once two-way interconnection trunking has been established.
 - 2.9.6.2.1.2 Alabama, Mississippi and South Carolina

- 2.9.6.2.1.2.1 BellSouth will provide two-way interconnection trunking upon Sprint CLEC's request.
- 2.9.6.2.1.2.2 The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment.
- 2.9.6.2.1.2.3 BellSouth and Sprint CLEC use of two-way interconnection trunking for the transport of Local and IntraLATA Toll Traffic does not preclude either BellSouth or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.
- 2.9.6.2.2 The establishment of two-way interconnection trunks between the Parties' end offices provides for the receipt and delivery of the Parties' Local and IntraLATA Toll Traffic between the Parties' end users served by such end offices.
- 2.9.6.2.3 The Parties' establishment of two-way interconnection trunking to a BellSouth local tandem provides for the receipt and delivery of the Parties Local Traffic between the Parties' end users served by such end offices.
- 2.9.6.2.4 The Parties establishment of two-way interconnection trunks between a Sprint CLEC end office and a BellSouth access tandem provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic from Sprint CLEC end users served by such Sprint CLEC end office to the BellSouth end users served by such BellSouth access tandem.
- 2.9.6.2.4.1 Furthermore, such two-way interconnection trunks between a BellSouth access tandem and a Sprint CLEC end office allows BellSouth to deliver BellSouth originated Local and IntraLATA Toll Traffic from BellSouth end users to the Sprint CLEC end users served by such Sprint CLEC end office.
- 2.9.6.3 Both Parties will use the Trunk Group Service Request (TGSR) to request changes in trunking. Both Parties reserve the right to issue ASRs, if so required, in the normal course of business.
- 2.9.7 Transit Trunk Groups
 - 2.9.7.1 Transit trunk groups may be established by Sprint CLEC to deliver and receive, and thus are two-way trunks, Local and IntraLATA Toll Transit Traffic from third parties such as Independent Companies and other CLECs at BellSouth access tandems and Switched Access traffic from Interexchange Carriers at BellSouth access tandems. Establishing such trunks at BellSouth access tandems provides intratandem access to the third parties also interconnected at those tandems.
 - 2.9.7.2 It is the responsibility of Sprint CLEC to enter into arrangements with each third party carrier (Independent Companies (ICOs) or other CLECs) to deliver and/or

receive Transit Traffic. Sprint CLEC agrees to use reasonable efforts to enter into agreements with third-party carriers as soon as possible after the establishment of interconnection trunking arrangements.

2.9.7.3 Toll Free Traffic

2.9.7.3.1 If Sprint CLEC chooses BellSouth to handle Toll Free database queries from its switches, all Sprint CLEC originating Toll Free traffic will be routed over the Transit trunk group.

2.9.7.3.2 All originating Toll Free Service (Toll Free) calls for which Sprint CLEC requests that BellSouth perform the Service Switching Point (“SSP”) function (i.e., perform the database query) shall be delivered using GR-394 format over the Transit trunk Group. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.

2.9.7.3.3 Sprint CLEC may handle its own Toll Free database queries from its switch. If so, Sprint CLEC will determine the nature (Local/Intra-LATA/Inter-LATA) of the Toll Free call based on the response from the database. If the query determines that the call is a BellSouth Local or IntraLATA Toll Free number, Sprint CLEC will route the post-query Local or IntraLATA converted ten-digit local number to BellSouth over the Local or Intra-LATA trunk group. If the query determines that the call is a third party (ICO or other CLEC) Local or IntraLATA Toll Free number, Sprint CLEC will route the post-query Local or IntraLATA converted ten-digit local number to BellSouth over the Transit Trunk group. In such case, Sprint CLEC is to provide a Toll Free billing record when appropriate. If the query reveals the call is an InterLATA Toll Free number, Sprint CLEC will route the post-query Inter-LATA call (Toll Free number) directly from its switch for carriers Interconnected with its network or over the Transit trunk group to carriers not directly connected to its network but are connected to BellSouth’s Access Tandem. Calls will be routed to BellSouth over the Local/IntraLATA and Transit trunk groups within the LATA in which the calls originate.

2.9.7.3.4 All post-query Toll Free Service (Toll Free) calls for which Sprint CLEC performs the SSP function, if delivered to BellSouth, shall be delivered using GR-394 format for calls destined to IXCs, and GR-317 format for calls destined to End Offices that directly subtend the Tandem.

2.9.8 Access Tandem Interconnection Trunking

2.9.8.1 When Tandem trunks are deployed, Sprint CLEC shall route appropriate traffic (i.e. only traffic to End Offices that subtend that Tandem) to the respective BellSouth Tandems on the trunk groups defined herein. The LERG should be referenced for current routing and tandem serving arrangements. Likewise,

BellSouth shall route appropriate traffic to Sprint CLEC switches based on the tandem serving arrangements referenced in the LERG.

2.9.8.2 SuperGroup Interconnection Trunking

2.9.8.2.1 Supergroup interconnection trunking may be utilized by the Parties to transport the Parties combined Local, IntraLATA Toll, Transit, and Switched Access Traffic on a two-way interconnection trunk group between Sprint CLEC's end office or switching center and a BellSouth access tandem. Upon determination that Supergroup interconnection trunking will be used, Sprint CLEC shall be responsible for placing the orders for such two-way trunk groups via the Access Service Request (ASR) process in place for Local Interconnection. Furthermore, the Parties shall jointly review such trunking performance and forecasts on a periodic basis.

2.9.8.2.2 Florida, Georgia, Kentucky, Louisiana, North Carolina and Tennessee

2.9.8.2.2.1 BellSouth will provide Supergroup Interconnection trunking upon Sprint CLEC's request. Once Supergroup Interconnection trunking is established, BellSouth must use such Supergroup trunking for BellSouth-originated traffic.

2.9.8.2.2.2 The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment.

2.9.8.2.2.3 Additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once Supergroup Interconnection trunking has been established.

2.9.8.2.3 Alabama, Mississippi and South Carolina

2.9.8.2.3.1 BellSouth will provide Supergroup Interconnection trunking upon Sprint CLEC's request.

2.9.8.2.3.2 The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment.

2.9.8.2.3.3 BellSouth and Sprint CLEC use of Supergroup Interconnection trunking for the transport of Local and IntraLATA Toll Traffic does not preclude either BellSouth or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party.

2.9.8.2.4 The Parties' establishment of SuperGroup interconnection trunking between a Sprint CLEC end office and a BellSouth access tandem provides intratandem delivery of Sprint CLEC's originating Local and IntraLATA Toll Traffic from Sprint CLEC end users served by such Sprint CLEC end office to the BellSouth

end users served by such BellSouth access tandem, as well as intratandem Transit Traffic between such Sprint CLEC end users and third-party network providers also interconnected to such BellSouth access tandem.

- 2.9.8.2.5 Additionally, SuperGroup interconnection trunking transports Sprint CLEC originated intertandem Transit Traffic which transits a single BellSouth access tandem but is destined for a third party tandem, such as an ICO tandem.
- 2.9.8.2.6 Switched Access Traffic shall not be double-tandemed, therefore, SuperGroup interconnection only provides for the intratandem receipt and delivery of Switched Access Traffic.
- 2.9.8.2.7 Furthermore, such SuperGroup two-way trunks between a BellSouth access tandem and a Sprint CLEC end office allows BellSouth to deliver BellSouth originated Local and IntraLATA Toll Traffic from BellSouth end users to the Sprint CLEC end users served by such Sprint CLEC end office.
- 2.9.8.3 When Sprint CLEC establishes interconnection trunking at a single point in the LATA, the trunk terminations shall be at a BellSouth access tandem. To the extent Sprint CLEC desires to terminate Local and IntraLATA Toll Traffic to BellSouth and Transit Traffic to third parties served by BellSouth access tandems within the LATA, other than the one Sprint CLEC has established interconnection trunking to, Sprint CLEC shall establish an interconnecting trunk group to such access tandems.
- 2.9.8.3.1 Sprint CLEC shall establish interconnection trunking to all BellSouth access and local tandems in the LATA where Sprint CLEC has assigned or homed NPA/NXXs. Sprint CLEC shall assign or home NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas where the subscribers who use such NPA/NXXs are located. The specified association between BellSouth tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). Sprint CLEC shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.
- 2.9.8.4 Switched Access traffic will be delivered to and by IXC's based on Sprint CLEC's NXX Access Tandem homing arrangement as specified by Sprint CLEC in the Local Exchange Routing Guide (LERG).

2.9.10 BellSouth Local Tandem Interconnection Trunking

- 2.9.10.1 This interconnection arrangement allows Sprint CLEC to establish interconnection trunking at BellSouth local tandems for: (1) the delivery of Sprint CLEC-originated Local Traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff ("GSST"), section A3 served by those BellSouth local tandems,

and (2) for Local Transit Traffic transported by BellSouth for third party network providers who have also established interconnection trunking at those BellSouth local tandems.

2.9.10.2 When a specified local calling area is served by more than one BellSouth local tandem, Sprint CLEC must designate a “home” local tandem for each of its assigned NPA/NXXs and establish interconnection trunking to such local tandems. Additionally, Sprint CLEC may choose to establish interconnection trunking at the BellSouth local tandems where it has no codes homing but is not required to do so. Sprint CLEC may deliver Local Traffic to a “home” BellSouth local tandem that is destined for other BellSouth or third party network provider end offices served by other BellSouth local tandems in the same local calling area where Sprint CLEC does not choose to establish interconnection trunking. It is Sprint CLEC’s responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Sprint CLEC’s codes. Likewise, Sprint CLEC shall obtain its routing information from the LERG.

2.9.10.3 Notwithstanding establishing interconnection trunking to BellSouth’s local tandems, Sprint CLEC must also establish interconnection trunking to BellSouth access tandems within the LATA on which Sprint CLEC has NPA/NXX’s homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth’s A35 General Subscriber Services Tariff.)

2.9.11 Direct End Office Interconnection Trunking

2.9.11.1 Direct end office trunks terminate traffic between a Sprint CLEC switch and a BellSouth end office and are not switched at a tandem location. Overflow from either end of the direct end office trunk group will be alternate routed to the appropriate tandem. The overflow will be based on the homing arrangements displayed in the LERG.

2.9.11.2 All traffic received by BellSouth on a direct end office trunk group from Sprint CLEC must terminate in the end office, i.e. no tandem switching will be performed in the end office. Where end office functionality is provided in a remote end office of a host/remote configuration, Interconnection at that remote end office is available where technically feasible. The number of digits to be received by the BellSouth end office shall be mutually agreed upon by the Parties.

- 2.9.11.3 If a BellSouth tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Sprint CLEC and BellSouth subscribers.
- 2.9.11.4 When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to Sprint CLEC, BellSouth will provide overflow routing through BellSouth tandems consistent with how BellSouth overflows its traffic. The overflow will be based on the homing arrangements Sprint CLEC displays in the LERG. Likewise, if Sprint CLEC interconnects to a BellSouth end office for delivery of Sprint CLEC originated traffic, Sprint CLEC may overflow the traffic through the BellSouth tandems based on the BellSouth homing arrangements shown in the LERG.
- 2.9.11.5 Furthermore, each Party as an originating Party shall establish direct end office trunking to the terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of a DS1, unless otherwise mutually agreed to by the Parties.
- 2.9.11.6 BellSouth shall allow for the mutual exchange of local traffic using existing and new facilities procured in Sprint's capacity as an interexchange carrier, "Local Over Feature Group D" trunking, pursuant to the following:
- 2.9.11.6.1 Sprint shall pay all reasonable costs incurred by BellSouth to implement and maintain the Local Over Feature Group D trunking configuration.
- 2.9.11.6.2 Sprint and BellSouth will agree on the details of this trunking configuration. This configuration will form the basis of the cost study to determine reasonable cost.
- 2.9.11.6.3 Sprint may convert the Local Over Feature Group D trunking arrangement to a standard local interconnection trunking arrangement at any time subject to applicable charges for establishing such local interconnection trunking arrangements. Should the Sprint conversion to a standard local interconnection trunking arrangement cause an incremental reduction in the costs that BellSouth incurs in the ongoing maintenance and administration of the Local Over Feature Group D trunking arrangement, the ongoing charges to Sprint for such maintenance and administration will reflect such incremental reductions.
- 2.9.11.6.4 The Parties will track and report, through the use of factors set forth in Section 6 of this Attachment, the jurisdictional nature of the combined traffic on the Feature Group D facilities procured in Sprint's capacity as an interexchange carrier.

2.9.12 Other Interconnection Trunk Groups

2.9.12.1 E911 Trunk Group

2.9.12.1.1 A segregated trunk group for each NPA shall be established to each appropriate E911 Tandem within the local exchange area in which Sprint CLEC offers exchange service. This trunk group shall be set up as a one-way outgoing only and shall utilize MF CAMA signaling or SS7 signaling if available. Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.1.2 Sprint CLEC shall provide a minimum of two (2) one-way outgoing channels on 9-1-1 trunks dedicated for originating 9-1-1 emergency service calls from the Point of Interconnection (POI) to the BellSouth 9-1-1 Tandem. Unless otherwise agreed to by the Parties, the 9-1-1 trunk groups will be initially established as two (2) one-way CAMA MF trunk groups or SS7 connectivity where applicable.

2.9.12.1.3 Sprint CLEC will cooperate with BellSouth to promptly test all 9-1-1 trunks and facilities between the Sprint CLEC network and the BellSouth 9-1-1 Tandem to assure proper functioning of 9-1-1 service. Sprint CLEC will not turn-up live traffic until successful testing is completed by both Parties.

2.9.12.1.4 Wireless Access to 911/E911 Emergency Network

2.9.12.1.4.1 BellSouth and Sprint PCS recognize that 911 and E911 services were designed and implemented primarily as methods of providing emergency services to fixed location subscribers. While BellSouth and Sprint PCS recognize the need to provide "911-like" service to mobile subscribers, both parties recognize that current technological restrictions prevent an exact duplication of the services provided to fixed location customers. BellSouth will route "911-like" calls received from Sprint PCS to the emergency agency designated by Sprint PCS for such calls. Sprint PCS will provide the information necessary to BellSouth so that each call may be properly routed and contain as much pertinent information as is technically feasible.

2.9.12.1.4.2 BellSouth and Sprint PCS recognize that the technology and regulatory requirements for the provision of "911-like" service by CMRS carriers are evolving and agree to modify or supplement the foregoing in order to incorporate industry accepted technical improvements that Sprint PCS desires to implement and to permit Sprint PCS to comply with applicable regulatory requirements.

2.9.12.2 High Volume Call In (HVCI) / Mass Calling (Choke) Trunk Group

2.9.12.2.1 Where the Parties have the capability to perform call gapping or code gapping with the effect of choking traffic to the HVCI/Mass Calling customer, the Parties shall not be required to establish an HVCI/Mass Calling trunk.

- 2.9.12.2.2 Except as set forth above, a dedicated trunk group shall be required to the designated Public Response HVCI/Mass Calling Network Access Tandem in each serving area. This trunk group shall be one-way outgoing only and shall utilize MF or SS7 signaling where technically capable. As the HVCI/Mass Calling trunk group is designed to block all excessive attempts toward HVCI/Mass Calling NXXs, it is necessarily exempt from the one percent blocking standard described elsewhere for other final local Interconnection trunk groups. The Party originating the traffic will have administrative control for the purpose of issuing ASRs on this one-way trunk group.
- 2.9.12.2.3 If Sprint CLEC should acquire a HVCI/Mass Calling customer, e.g., a radio station, Sprint CLEC shall notify BellSouth. BellSouth shall determine whether call gapping or other means can be used to choke the traffic or if it is necessary for BellSouth to order trunk groups as referenced above to the Sprint CLEC customer's serving office.
- 2.9.12.2.4 If Sprint CLEC finds it necessary to issue a new choke telephone number to a new or existing HVCI/Mass Calling customer, Sprint CLEC may request a meeting to coordinate with BellSouth the assignment of HVCI/Mass Calling telephone number from the existing choke NXX. In the event that Sprint CLEC establishes a new choke NXX, Sprint CLEC must notify BellSouth a minimum of ninety (90) days prior to deployment of the new HVCI/Mass Calling NXX.
- 2.9.12.2.5 Where BellSouth and Sprint CLEC both provide HVCI/Mass Calling trunking, both Parties' trunks may ride the same DS-1. MF and SS7 trunk groups shall not be provided within a DS-1 facility; a separate DS-1 per signaling type must be used.
- 2.9.12.3 Operator Services/Directory Assistance Trunk Group(s)
- 2.9.12.3.1 If BellSouth provides Inward Assistance Operator Services for Sprint CLEC, Sprint CLEC will initiate an ASR for a two-way trunk group from its designated operator services switch to the BellSouth Operator Services Tandem utilizing MF signaling.
- 2.9.12.3.2 If BellSouth provides Directory Assistance and/or Operator Services for Sprint CLEC, the following trunk groups are required:
- 2.9.12.3.3 Directory Assistance (DA):
- 2.9.12.3.3.1 Sprint CLEC may contract for DA services only. A segregated trunk group for these services will be required to the appropriate BellSouth Operator Services Tandem in the LATA for the NPA Sprint CLEC wishes to serve. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services

Signaling (2 Digit Automatic Number Identification (ANI)). Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.4 Directory Assistance Call Completion (DACC):

2.9.12.3.4.1 Sprint CLEC may also contract for DACC. This requires a segregated one-way trunk group to each BellSouth Operator Services Tandem within the LATA for the combined DA and DACC traffic. This trunk group is set up as one-way outgoing only and utilizes Modified Operator Services Signaling (2 Digit ANI). Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.5 Busy Line Verification/Emergency Interrupt (BLV/EI):

2.9.12.3.5.1 When BellSouth's operator is under contract to verify the busy status of the Sprint CLEC End Users, BellSouth will utilize a segregated one-way with MF signaling trunk group from BellSouth's Operator Services Tandem to Sprint CLEC's switch. Sprint CLEC will have administrative control for the purpose of issuing ASRs on this one-way trunk group.

2.9.12.3.6 Operator Assistance (0+, 0-):

2.9.12.3.6.1 This service requires a one-way trunk group from the Sprint CLEC switch to BellSouth's Operator Services Tandem. Two types of trunk groups may be utilized. If the trunk group transports DA/DACC, the trunk group will be designated with the appropriate traffic use code and modifier. If DA is not required or is transported on a segregated trunk group, then the group will be designated with a different appropriate traffic use code and modifier. Modified Operator Services Signaling (2 Digit ANI) will be required on the trunk group. Sprint CLEC will have administrative control for the purpose of issuing ASR's on this one-way trunk group.

2.9.12.3.7 Trunk Design Blocking Criteria

2.9.12.3.7.1 Trunk requirements for forecasting and servicing shall be based on the blocking objectives shown in Table 1. Trunk requirements shall be based upon time consistent average busy season busy hour twenty (20) day averaged loads applied to industry standard Neal-Wilkinson Trunk Group Capacity algorithms (use Low day-to-day Variation and 1.0 Peakedness factor until actual traffic data is available).

TABLE 1

Trunk Group Type	Design Blocking Objective
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Local Tandem	1%
Local Direct End Office (Primary High)	ECCS*
Local Direct End Office (Final)	1%
IntraLATA	1%
Local/IntraLATA	1%
InterLATA (Meet Point) Tandem	0.5%
911	1%
Operator Services (DA/DACC)	1%
Operator Services (0+, 0-)	0.5%
Busy Line Verification-Inward Only	1%

*During implementation the Parties will mutually agree on an ECCS or some other means for the sizing of this trunk group if it is a two-way trunk group that carries the Parties Local and IntraLATA Toll.

2.9.13 Trunk Servicing

- 2.9.13.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by using an Access Service Request (ASR). Sprint CLEC will have administrative control for the purpose of issuing ASR's on two-way trunk groups. The Parties agree that neither Party shall alter trunk sizing without first conferring the other party.
- 2.9.13.2 Both Parties will jointly manage the capacity of Local Interconnection Trunk Groups. Both Parties may send a Trunk Group Service Request (TGSR) to the other Party to trigger changes to the Local Interconnection Trunk Groups based on capacity assessment. Both Parties reserve the right to issue applicable ASRs if so required in the normal course of business.
- 2.9.13.3 Unless in response to a blocking situation or for a project, when either Party orders interconnection trunk group augmentations, a Firm Order confirmation (FOC) shall be returned to the ordering Party within four (4) business days from receipt of a valid error free ASR. A project is defined a a new trunk group or the request of 96 or more trunks on a single or multiple trunk group(s) in a given local calling area. Blocking situations and projects shall be managed through the BellSouth Interconnection Trunking Project Management group and Sprint CLEC's equivalent trunking group.
- 2.9.13.4 Each Party agrees to service trunk groups to the foregoing blocking criteria in a timely manner when trunk groups exceed measured blocking thresholds on an average time consistent busy hour for a twenty (20) business day study period. The Parties agree that twenty (20) business days is the study period duration objective. However, a study period on occasion may be less than twenty (20) business days but at minimum must be at least three (3) business days to be utilized for engineering purposes, although with less statistical confidence.

3. Network Design And Management For CLEC Interconnection

- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective, economical and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 (“SS7”) connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically feasible and economically practicable. BellSouth Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.
- 3.4.1 Restrictive Controls
- 3.4.1.1 Either Party may use protective network traffic management controls such as 6-digit and 10-digit code gaps set at appropriate levels on traffic toward each other's network, when required, to protect the public switched network from congestion due to facility failures, switch congestion, or failure or focused overload. Sprint CLEC and BellSouth will immediately notify each other of any protective control action planned or executed.

3.4.2 Expansive Controls

3.4.2.1 Where the capability exists, originating or terminating traffic reroutes may be implemented by either Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes will not be used to circumvent normal trunk servicing. Expansive controls will only be used when mutually agreed to by the Parties.

3.4.3 Mass Calling

3.4.3.1 Sprint CLEC and BellSouth shall cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.

3.5.1 Sprint CLEC shall provide all SS7 signaling information including, without limitation, charge number and originating line information ("OLI"). For terminating FGD, BellSouth will pass all SS7 signaling information including, without limitation, CPN if it receives CPN from FGD carriers. All privacy indicators will be honored. Where available, network signaling information such as transit network selection ("TNS") parameter, carrier identification codes ("CIC") (CCS platform) and CIC/OZZ information (non-SS7 environment) will be provided by Sprint CLEC wherever such information is needed for call routing or billing. The Parties will follow all OBF adopted standards pertaining to TNS and CIC/OZZ codes.

3.5.2 Signaling Call Information. BellSouth and Sprint CLEC will send and receive 10 digits for Local Traffic. Additionally, BellSouth and Sprint CLEC will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

- 3.6 Forecasting Requirements. The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for the Parties to provide as accurate reciprocal trunking forecasts as possible to each other, each Party must timely inform the other Party of any known or anticipated events that may affect reciprocal trunking requirements. If either Party is unable to provide such information, the Parties shall provide trunking forecasts based only on existing trunk group growth and annual estimated percentage of subscriber line growth.
- 3.6.1 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging trunk group busy season traffic loads and non-binding forecasts of traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Sprint CLEC may request additional traffic data via the Network Usage Information Service offered in Section A32 of the BellSouth state General Subscriber Service Tariff, or by the New Business Request process described in Section 7 of the General Terms and Conditions of the Agreement. The Parties agree that each forecast provided under this Section shall be deemed “Confidential Information” in the General Terms and Conditions – Part A of this Agreement.
- 3.6.2 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems necessary or whenever a significant increase or decrease in trunking demand for the forecasting period occurs. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party’s network. The Parties agree that the forecast information provided under this Section shall be deemed “Confidential Information” as set forth in the General Terms and Conditions section of this Agreement.
- 3.6.3 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

4. Wireless Network Design and Management

- 4.1 BellSouth and Sprint PCS will work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth will provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 4.2 The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- 4.3 BellSouth and Sprint PCS will work cooperatively to apply sound network management principles by invoking appropriate network management controls to alleviate or prevent network congestion.
- 4.4 Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, BellSouth and Sprint PCS do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased. Parties who initiate SS7 STP changes may be charged authorized non-recurring fees from the appropriate tariffs.
- 4.5 BellSouth and Sprint PCS will provide Common Channel Signaling (CCS) information to one another, where available and technically feasible, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and BellSouth and Sprint PCS agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.
- 4.6 For network expansion, BellSouth and Sprint PCS will review engineering requirements on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.
- 4.7 BellSouth and Sprint PCS will provide each other with the proper call information, including all proper translations for routing between networks and any information

necessary for billing where BellSouth provides recording capabilities. This exchange of information is required to enable each party to bill properly.

- 4.8 Nothing in this Agreement shall prohibit Sprint PCS from enlarging its CMRS network through management contracts with third parties for the construction and operation of a CMRS system under the SPCS brand name and license. Traffic originating on such extended networks shall be treated as Sprint PCS traffic under the terms and conditions of this Agreement. All billing for such traffic will be in the name of Sprint PCS, and subject to the terms and conditions of this Agreement.

5. Local Dialing Parity

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call.

6. Interconnection Compensation

- 6.1 Compensation for Call Transport and Termination for CLEC Local Traffic, ISP-Bound Traffic and Wireless Local Traffic is the result of negotiation and compromise between BellSouth, Sprint CLEC and Sprint PCS. The Parties' agreement to establish a bill and keep compensation arrangement was based upon extensive evaluation of costs incurred by each party for the termination of traffic. Specifically, Sprint PCS provided BellSouth a substantial cost study supporting its costs. As such the bill and keep arrangement is contingent upon the agreement by all three Parties to adhere to bill and keep. Should either Sprint CLEC or Sprint PCS opt into another interconnection arrangement with BellSouth pursuant to 252(i) of the Act which calls for reciprocal compensation, the bill and keep arrangement between BellSouth and the remaining Sprint entity shall be subject to termination or renegotiation as deemed appropriate by BellSouth.
- 6.1.1 The Parties hereby agree to a bill-and-keep arrangement for usage on CLEC Local Traffic, ISP-bound traffic, and Wireless Local Traffic. Such bill-and-keep arrangement includes any per minute of use rate elements associated with the transport and termination of CLEC Local Traffic, ISP-bound Traffic, and Wireless Local Traffic. Such bill-and-keep arrangement does not include trunks and associated dedicated transport, transit and intermediary traffic, or interMajor Trading Area traffic.
- 6.1.2 Sprint CLEC charges for dedicated transport and associated facilities of calls on Sprint CLEC's or BellSouth's respective networks are as set forth in Exhibit A to this Attachment. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall

be included within this Agreement to be applied prospectively from the effective date of the Commission approval.

- 6.1.3 If Sprint CLEC chooses to provide local switching of BellSouth-originated calls through use of a switch located outside the LATA in which the calls originate, any transport charges that BellSouth may owe Sprint CLEC as reciprocal compensation for transporting such calls shall be governed by this Section. BellSouth shall compensate Sprint CLEC at the dedicated transport rates specified in Exhibit A, as is appropriate to the specific circumstances of the individual call. To the extent that BellSouth is required to pay such transport on a distance-sensitive basis, the distance the call is considered transported, for purposes of determining any reciprocal compensation owed, shall not exceed the shortest distance in airline miles between the point BellSouth hands the call off to Sprint CLEC (the appropriate Point of Interconnection where the two networks join in the LATA) and the LATA boundary. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval.
- 6.1.4 Neither Party shall represent switched access services traffic (e.g. FGA, FGB, FGD) as Local Traffic for purposes of payment of reciprocal compensation.
- 6.1.5 For BellSouth and Sprint CLEC traffic, the jurisdiction of a call is determined by its originating and terminating (end-to-end) points, not the telephone number dialed.
- 6.1.5.1 Further, if Sprint CLEC assigns NPA/NXXs to specific BellSouth rate centers within a BellSouth originating end user's local calling area, and then assigns numbers from those NPA/NXXs to Sprint CLEC end users physically located outside of the BellSouth originating end user's local calling area, Sprint CLEC agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to Sprint CLEC at BellSouth's intrastate switched access tariff rates. If Sprint CLEC does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth shall determine which whole Sprint CLEC NPA/NXXs on which to charge the applicable rates for originating intrastate switched access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if Sprint CLEC can provide sufficient information for BellSouth to determine whether said traffic is Local Traffic.
- 6.1.5.2 Notwithstanding the foregoing, neither Party waives its position on how to determine the end point of ISP traffic and the associated compensation.

- 6.1.6 Fiber Meet, Design One. Each party will compensate the other for the Local Channels, from the POI to the other Party's switch location within the LATA, ordered on the other Party's portion of the Fiber Meet.
- 6.2 CLEC Percent Local Use. BellSouth and Sprint CLEC will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of Local minutes to be billed to the other Party. For purposes of developing the PLU, BellSouth and Sprint CLEC shall consider every local call and every long distance call, excluding Transit Traffic. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Percent Local Use Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate Local usage compensation to be paid.
- 6.3 CLEC Percent Local Facility. BellSouth and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the portion of switched transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, multiplexing and Interoffice Channel dedicated transport utilized in the provision of local interconnection trunking. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU and PLF. Detailed requirements associated with PLU and PLF reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties.
- 6.4 CLEC Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or co-mingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth's Percent Interstate Use Reporting Guidebook for Interconnection Purchasers. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

6.5 Audits. On sixty (60) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Sprint shall retain records of call detail for a minimum of nine months from which a PLU, PLF and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Each party shall bear its own expenses in connection with the conduct of the Audit or Examination. In the event that the audit is performed by a mutually acceptable independent auditor, the costs of the independent auditor shall be paid for by the Party requesting the audit. The PLU, PLF and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU, PLF and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Rate True-up

This section applies only to BellSouth and Sprint CLEC for rates that are interim or expressly subject to true-up as marked by an I in Exhibit C of this Attachment.

6.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

6.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions of this Agreement.

6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within ninety (90) days or as mutually agreed to by the Parties, either Party may petition the Commission to resolve such disputes and to

determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated agreement” under Section 252(e) of the Act.

6.6.4 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.

6.7 Wireless Non-Local Traffic Interconnection

6.7.1 The delivery of Non-Local Traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its Non-Local Traffic on the other party’s network, each party will pay either the access charges described in paragraph 6.7.2 hereunder or the Non-Local Intermediary Charges described in paragraph 6.7.4 hereunder, as appropriate.

6.7.2 For originating and terminating intrastate or interstate interMTA Non-Local Traffic, each party shall pay the other BellSouth’s intrastate or interstate, as appropriate, switched network access service rate elements on a per minute of use basis, which are set out in BellSouth’s Intrastate Access Services Tariff or BellSouth’s Interstate Access Services Tariff as those tariffs may be amended from time to time during the term of this Agreement.

6.7.3 Actual traffic measurements in each of the appropriate categories is the preferred method of classifying and billing traffic. If, however, either party cannot measure traffic in each category, then BellSouth and Sprint PCS shall agree on a surrogate method of classifying and billing traffic, taking into consideration territory served (e.g. MTA boundaries, LATA boundaries and state boundaries) and traffic routing of BellSouth and Sprint PCS.

6.7.4 If Non-Local Traffic originated by Sprint PCS is delivered by BellSouth for termination to the network of a nonparty telecommunications carrier (“Nonparty Carrier”) and Sprint PCS and BellSouth participate in Meet Point Billing as defined in paragraph 6.11, then BellSouth will bill Sprint PCS and Sprint PCS shall pay a \$.002 per minute intermediary charge. None of the Non-Local Traffic delivered to Sprint PCS by BellSouth shall be subject to the Non-Local Intermediary Charges.

6.8 Compensation for CLEC IntraLATA Toll Traffic

6.8.1 CLEC IntraLATA Toll Traffic. For purposes of this Attachment, CLEC IntraLATA Toll Traffic is defined as any telecommunications call between Sprint

CLEC and BellSouth end users that originates and terminates in the same LATA and results in intraLATA toll charges being billed to the originating end user by the originating Party. Moreover, BellSouth originated IntraLATA Toll Traffic will be delivered to Sprint CLEC using traditional Feature Group C non-equal access signaling.

- 6.8.2 Compensation for CLEC IntraLATA Toll Traffic. For terminating its CLEC IntraLATA Toll Traffic on the other company's network, the originating Party will pay the terminating Party the terminating Party's current effective or Commission approved (if required) intrastate or interstate, whichever is appropriate, terminating Switched Access rates.
- 6.8.3 Compensation for CLEC 8XX Traffic. Each Party (BellSouth and Sprint CLEC) shall compensate the other pursuant to the appropriate Switched Access charges, including the database query charge as set forth in the Party's current effective or Commission approved (if required) intrastate or interstate Switched Access tariffs.
- 6.8.4 Records for 8XX Billing. Each Party (BellSouth and Sprint CLEC) will provide to the other the appropriate records necessary for billing intraLATA 8XX customers.
- 6.8.5 8XX Access Screening. BellSouth's provision of 8XX Toll Free Dialing (TFD) to Sprint CLEC requires interconnection from Sprint CLEC to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Sprint CLEC shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Sprint CLEC desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.
- 6.9 Mutual Provision of Switched Access Service for Sprint CLEC and BellSouth
- 6.9.1 Switched Access Traffic. Switched Access Traffic is described in the BellSouth Access Tariff. Subject to the provisions of 5.8.1.1 following, any interexchange telecommunications traffic utilizing the Public Switched Telephone Network, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or in different local calling areas as defined by the originating Party and delivered to the terminating Party using Feature Groups A, B, or D switched access services shall be considered Switched Access Traffic. The traffic described herein shall not be considered Local Traffic. Irrespective of transport protocol method used, a call that originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) shall not be compensated as local.

- 6.9.1.1 The Parties acknowledge that they cannot agree on the jurisdictional nature of Public Switched Telephone Network computer-to-phone or phone-to-computer telecommunications traffic. The Parties further acknowledge that the issue of compensation for this traffic is currently under consideration by the FCC. Until such time as the FCC issues an effective order on the jurisdiction of this traffic, the Parties shall utilize a bill and keep mechanism for compensating each other for such traffic (neither Party will bill the other Party for the phone end of computer-to-phone or phone-to-computer interexchange telecommunications traffic). Further, upon an effective order from the FCC, the Parties will amend the Agreement consistent with such order.
- 6.9.2 When Sprint CLEC's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection between an interexchange carrier (IXC) by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each Party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the Switched Access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.
- 6.9.3 BellSouth and Sprint CLEC will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 6.9.4 BellSouth and Sprint CLEC agree to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 6.9.5 BellSouth and Sprint CLEC also agree to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 6.9.6 The Initial Billing Party shall keep records for no more than 13 months of its billing activities relating to jointly-provided Intrastate and Interstate access services. Such records shall be in sufficient detail to permit the Subsequent Billing Party to,

by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

- 6.9.7 Unless otherwise mutually agreed to by the Parties, Sprint CLEC shall not deliver Switched Access Traffic to BellSouth for termination using a trunk group obtained pursuant to this Agreement, but shall instead use a Feature Group D or other switched access trunk group or facility obtained via the BellSouth switched access tariff.
- 6.10 Transit Traffic Service. BellSouth shall provide tandem switching and transport services for Sprint CLEC's Transit Traffic that originates from, or terminates to a Sprint CLEC end user. Switched Access traffic that originates from or terminates to a Sprint CLEC end user via the BellSouth network is Transit Traffic (Switched Access Transit Traffic). Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be each Party's Interstate or Intrastate Switched Access rates for call transport and termination. Billing associated with all Transit Traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as Transit Traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as Transit Traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.
- 6.10.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Sprint CLEC is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Sprint CLEC. Sprint CLEC agrees to compensate BellSouth for any charges or costs for the delivery of Sprint CLEC originated non-Switched Access Transit Traffic to a connecting carrier on behalf of Sprint. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.
- 6.11 Wireless Meet Point Billing
- 6.11.1 For purposes of this Agreement, Meet Point Billing, as supported by Multiple Exchange Carrier Access Billing (MECAB) guidelines, shall mean the exchange of billing data relating to jointly provided switched access calls and calls transiting

BellSouth's network from an originating telecommunications carrier other than BellSouth and terminating to a telecommunications carrier other than BellSouth or the originating telecommunications carrier. Subject to Sprint PCS providing all necessary information, BellSouth agrees to participate in Meet Point Billing for traffic which transits its network when both the originating and terminating parties participate in Meet Point Billing with BellSouth. Traffic from a network which does not participate in Meet Point Billing will be delivered by BellSouth, however, call records for traffic originated and/or terminated by a non-Meet Point Billing network will not be delivered to the originating and/or terminating network. Parties participating in Meet Point Billing with BellSouth are required to provide information necessary for BellSouth to identify the parties to be billed. Information required for Meet Point Billing includes Regional Accounting Office code (RAO) and Operating Company Number (OCN) per state. The following information is required for billing in a Meet Point Billing environment and includes, but is not limited to; (1) a unique Access Carrier Name Abbreviation (ACNA), (2) Percent Interstate Usage, (3) Percent Local Usage, (4) 800 Service Percent Interstate Usage or default of 50%, and (5) Billing Interconnection Percentage. A default Billing Interconnection Percentage of 95% BellSouth and 5% Sprint PCS will be used if Sprint PCS does not file with NECA to establish a Billing Interconnection Percentage other than default. Sprint PCS must support Meet Point Billing for all intermediary calls in accordance with Mechanized Exchange Carrier Access Billing (MECAB) guidelines. BellSouth and Sprint PCS acknowledge that the exchange of 1150 records will not be required.

- 6.11.2 Meet Point Billing will be provided for traffic which transits BellSouth's network at the access tandem level only. Parties desiring Meet Point Billing will subscribe to access tandem level interconnections with BellSouth and will deliver all transit traffic to BellSouth over such access tandem level interconnections. Additionally, exchange of records will necessitate both the originating and terminating networks to subscribe to dedicated NXX codes, which can be identified as belonging to the originating and terminating network. When the access tandem, in which interconnection occurs, does not have the capability to record messages and either surrogate or self-reporting of messages and minutes of use occur, Meet Point Billing will not be possible and will not occur. BellSouth and Sprint PCS will work cooperatively to develop and enhance processes to deal with messages handled on a surrogate or self-reporting basis.
- 6.11.3 In a Meet Point Billing environment, when a party actually uses a service provided by BellSouth, and said party desires to participate in Meet Point Billing with BellSouth, said party will be billed for miscellaneous usage charges, as defined in BellSouth's FCC No.1 and appropriate state access tariffs, (i.e. Local Number Portability queries and 800 Data Base queries) necessary to deliver certain types of calls. Should Sprint PCS desire to avoid such charges Sprint PCS may perform the appropriate data base query prior to delivery of such traffic to BellSouth.

6.11.4 Participation in Meet Point Billing is outside the reciprocal compensation requirements of this agreement. Meet Point Billing, as defined in section 6.11.1 above, under this Section will result in Sprint PCS compensating BellSouth at the intermediary rate of \$.002 for traffic delivered to BellSouth's network, which terminates to a third party network. Meet Point Billing to IXC's for jointly provided switched access traffic will occur consistent with the most current MECAB billing guidelines.

6.12 00- Local Traffic

00- traffic from Sprint IXC presubscribed end user customers will continue to be routed to Sprint IXC over originating switched access FGD service. Sprint CLEC will determine the amount of total 00- traffic that is local and will report that factor and the associated minutes of use (MOU) used to determine the factor to BST. Using that data and the Sprint IXC total switched access MOUs for that month, BST will calculate a credit on Sprint IXC's switched access bill which will be applied in the following month. The credit will represent the amount of 00- traffic that is local and will take into consideration TELRIC rate based billing for the 00- MOUs that are local. The credit will be accomplished via a netting process whereby Sprint IXC will be given a full credit for all applicable billed access charges offset by the billing of 00- transport charges only based upon the applicable state TELRIC rates contained in Attachment 3 of this Agreement. BellSouth will have audit rights on the data reported by Sprint CLEC.

7. Operational Support Systems (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which Sprint may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in Attachment 6 of this Agreement.

LOCAL INTERCONNECTION - Alabama											Attachment: 3		Exhibit: A			
CATEGORY	RATE ELEMENTS			Interim	Zone	BCS	USOC	RATES(\$)			Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)				
								First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
TANDEM SWITCHING																
					OHD		0.0005692bk									
					OHD		0.0005692bk									
					OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
TRUNK CHARGE																
					OHD	TPP++	333.69	56.91								
					OHD	TDE0P	0.00									
					OH1 OH1MS	TDE1P	0.00									
					OHD	TDW0P	0.00									
					OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
COMMON TRANSPORT (Shared)																
					OHD		0.0000026bk									
					OHD		0.0003685bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																
					OHL, OHM	1L5NF	0.0101									
					OHL, OHM	1L5NF	24.15	54.82		13.79						
					OHL, OHM	1L5NK	0.0101									
					OHL, OHM	1L5NK	17.28	54.82		13.79						
					OHL, OHM	1L5NK	0.0101									
					OHL, OHM	1L5NK	17.28	54.82		13.79						
					OH1, OH1MS	1L5NL	0.2067									
					OH1, OH1MS	1L5NL	68.75	163.61		28.88						
					OH3, OH3MS	1L5NM	4.67									
					OH3, OH3MS	1L5NM	804.02	325.51		116.91						
LOCAL CHANNEL - DEDICATED TRANSPORT																
					OHL, OHM	TEFV2	15.96	386.19	66.33	73.28	6.39					
					OHL, OHM	TEFV4	17.06	387.06	67.20	74.22	7.33					
					OH1	TEFHG	41.52	354.94	307.43	44.38	30.52					
					OH3	TEFHJ	476.04	903.03	527.87	238.97	167.16					
LOCAL INTERCONNECTION MID-SPAN MEET																
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																
					OH1MS	TEFHG	0.00	0.00								
					OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																
					OH1, OH1MS	SATN1	122.50	182.08	125.14	21.07	19.58					
					OH3, OH3MS	SATNS	201.37	356.28	187.94	66.51	63.65					
					OH1, OH1MS	SATCO	15.39	13.15	9.43							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																

**LOCAL INTERCONNECTION
Florida**

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES					OSS RATES					
							Rec					Svc Order Submitted Elec. per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								First	Add'l	First	Add'l						
							Rec	First	Add'l	First	Add'l	SOMECS	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep on usage. As such, the element will be assessed for transit and MTA traffic, and not for non-transit and non-MTA traffic.																	
TANDEM SWITCHING																	
	Tandem Switching Function Per MOU				OHD		0.0006019bk										
	Multiple Tandem Switching, per MOU (applies to intial tandem only)				OHD		0.0006019bk										
TRUNK CHARGE																	
	Installation Trunk Side Service - per DS0	I			OHD	TPP++		\$336.43	\$57.38								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
COMMON TRANSPORT (Shared)																	
	Common Transport - Per Mile, Per MOU				OHD		0.0000035bk										
	Common Transport - Facilities Termination Per MOU				OHD		0.0004372bk										
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																	
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL, OHM	1L5NF	\$0.0091										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL, OHM	1L5NF	\$25.32	\$47.35	\$31.78	\$18.31	\$7.03						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																	
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHL, OHM	1L5NK	\$0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHL, OHM	1L5NK	\$18.44	\$47.35	\$31.78	\$18.31	\$7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHL, OHM	1L5NK	\$0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHL, OHM	1L5NK	\$18.44	\$47.35	\$31.78	\$18.31	\$7.03						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																	
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	0.1856										
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	88.44	105.54	98.47	21.47	19.05						
INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																	
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month				OH3 OH3M	1L5NM	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month				OH3 OH3M	1L5NM	1071.00	335.46	219.28	72.03	70.56						
LOCAL CHANNEL - DEDICATED TRANSPORT																	

**LOCAL INTERCONNECTION
Florida**

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES				OSS RATES					
											Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							Rec	First	Add'l	First	Add'l					
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL OHM	TEFV2	21.94	265.84	46.97	37.63	4.00					
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL OHM	TEFV4	22.81	266.54	47.67	44.22	5.33					
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.28	216.65	183.54	24.30	16.95					
		Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84					
		LOCAL INTERCONNECTION MID-SPAN MEET														
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.														
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
		MULTIPLEXERS														
		Channelization - DS1 to DS0 Channel System			OH1 OH1M	SATN1	146.77	101.42	71.62	11.09	10.49					
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07					
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	13.76	10.07	7.08							
		Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.														

BELLSOUTH / SPRINT RATES
LOCAL INTERCONNECTION
Georgia

Attachment 3
Exhibit A
Rates - Page 4

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	Rec	RATES				OSS RATES					
								Nonrecurring	Nonrecurring	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
								First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																	
	TANDEM SWITCHING																
	Tandem Switching Function Per MOU				OHD		0.0011009bk										
	TRUNK CHARGE																
	Installation Trunk Side Service - per DS0	I			OHD	TPP++		\$333.28	\$56.84								
	Dedicated End Office Trunk Port Service-per DS0**				OHD	TDE0P	\$0.00										
	Dedicated End Office Trunk Port Service-per DS1**				OH1	TDE1P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS0**				OHD	TDW0P	\$0.00										
	Dedicated Tandem Trunk Port Service-per DS1**				OH1MS	TDW1P	\$0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																	
LOCAL INTERCONNECTION (TRANSPORT)																	
	COMMON TRANSPORT (Shared)																
	Common Transport - Per Mile, Per MOU				OHD		\$0.000008bk										
	Common Transport - Facilities Termination Per MOU				OHD		\$0.0004152bk										
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - VOICE GRADE																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month				OHL OH1M	1L5NF	\$0.0222										
	Interoffice Channel - Dedicated Transport- 2-Wire Voice Grade - Facility Termination per month				OHL OH1M	1L5NF	\$17.07	\$79.61	\$36.08								
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - 56/64 KBPS																
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0222										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$16.45	\$79.61	\$36.08								
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month				OHM OH1M	1L5NK	\$0.0222										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month				OHM OH1M	1L5NK	\$16.45	\$79.61	\$36.08								
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT - DS1																
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month				OH1 OH1M	1L5NL	\$0.4523										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month				OH1 OH1M	1L5NL	\$78.47	\$147.07	\$111.75								
	INTEROFFICE CHANNEL - DEDICATED TRANSPORT- DS3																
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month	I			OH3 OH3M	1L5NM	\$2.72										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month	I			OH3 OH3M	1L5NM	\$788.00	\$633.41									
	LOCAL CHANNEL - DEDICATED TRANSPORT																

**BELLSOUTH / SPRINT RATES
LOCAL INTERCONNECTION
Georgia**

Attachment 3
Exhibit A
Rates - Page 5

CATEGORY	NOTES	LOCAL INTERCONNECTION	Interim	Zone	BCS	USOC	RATES				OSS RATES						
							Rec					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Nonrecurring		Disconnect							
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
		Local Channel - Dedicated - 2-Wire Voice Grade per month			OHL	TEFV2	\$13.91	\$362.95	\$62.40								
		Local Channel - Dedicated - 4-Wire Voice Grade per month			OHL	TEFV4	\$14.99	\$368.44	\$64.05								
		Local Channel - Dedicated - DS1 per month			OH1	TEFHG	\$38.36	\$356.15	\$312.89								
		Local Channel - Dedicated - DS3 Facility Termination per month(assumes 1 mile)	I		OH3	TEFHJ	\$527.84	\$661.81									
		LOCAL INTERCONNECTION MID-SPAN MEET															
		NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.															
		Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	\$0.00	\$0.00	\$0.00								
		Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	\$0.00	\$0.00	\$0.00								
		MULTIPLEXERS															
		Channelization - DS1 to DS0 Channel System			OH1 OH1MS	SATN1	\$126.22	\$198.22	\$123.59	\$31.03	\$19.75						
		DS3 to DS1 Channel System per month			OH3 OH3MS	SATNS	\$182.04	\$265.91	\$188.78	\$72.50	\$59.96						
		DS3 Interface Unit (DS1 COCI) per month			OH1 OH1MS	SATCO	\$11.02	\$12.02	\$8.66								
	Notes: If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																

LOCAL INTERCONNECTION - Kentucky													Attachment: 3		Exhibit: A					
CATEGORY	RATE ELEMENTS					Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
											First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																				
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																				
TANDEM SWITCHING																				
								OHD		0.0006772bk										
								OHD		0.0006772										
								OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																				
TRUNK CHARGE																				
								OHD	TPP++		334.09	57.12								
								OHD	TDE0P	0.00										
								OH1 OH1MS	TDE1P	0.00										
								OHD	TDW0P	0.00										
								OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																				
COMMON TRANSPORT (Shared)																				
								OHD		0.0000030bk										
								OHD		0.0007466bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																				
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																				
								OHL, OHM	1L5NF	0.01										
								OHL, OHM	1L5NF	29.11	47.34		22.77							
								OHL, OHM	1L5NK	0.0115										
								OHL, OHM	1L5NK	20.97	47.35		22.77							
								OHL, OHM	1L5NK	0.0115										
								OHL, OHM	1L5NK	20.97	47.35		22.77							
								OH1, OH1MS	1L5NL	0.23										
								OH1, OH1MS	1L5NL	96.04	105.52		23.09							
								OH3, OH3MS	1L5NM	4.97										
								OH3, OH3MS	1L5NM	1,175.15	335.40		89.57							
LOCAL CHANNEL - DEDICATED TRANSPORT																				
								OHL, OHM	TEFV2	18.57	265.78	46.96	46.79	4.98						
								OHL, OHM	TEFV4	19.86	266.48	47.65	47.54	5.73						
								OH1	TEFHG	40.46	209.60	176.51	30.21	21.07						
								OH3	TEFHJ	576.05	551.38	338.08	173.00	120.42						
LOCAL INTERCONNECTION MID-SPAN MEET																				
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																				
								OH1MS	TEFHG	0.00	0.00									
								OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																				
								OH1, OH1MS	SATN1	113.33	101.40	71.60	13.79	13.04						
								OH3, OH3MS	SATNS	158.20	199.23	118.62	50.16	48.59						
								OH1, OH1MS	SATCO	11.80	10.07	7.08								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																				

LOCAL INTERCONNECTION - Louisiana														Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
TANDEM SWITCHING																		
																	</	

LOCAL INTERCONNECTION - Mississippi																		Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)						
												First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																					

LOCAL INTERCONNECTION - North Carolina														Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEK	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
TANDEM SWITCHING																		
						OHD		0.0012bk										
						OHD		0.0012										
						OHD		0.0015										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
						OHD	TPP++		333.54	56.88								
						OHD	TDE0P	0.00										
						OH1 OH1MS	TDE1P	0.00										
						OHD	TDW0P	0.00										
						OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
						OHD		0.00001bk										
						OHD		0.00034bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
						OHL, OHM	1L5NF	0.0282										
						OHL, OHM	1L5NF	18.00	137.48	52.58				38.07	38.07			
						OHL, OHM	1L5NK	0.0282										
						OHL, OHM	1L5NK	17.40	137.48	52.58				38.07	38.07			
						OHL, OHM	1L5NK	0.0282										
						OHL, OHM	1L5NK	17.40	137.48	52.58				38.07	38.07			
						OH1, OH1MS	1L5NL	0.5753										
						OH1, OH1MS	1L5NL	71.29	217.17	163.75				38.07	38.07			
						OH3, OH3MS	1L5NM	12.98										
						OH3, OH3MS	1L5NM	720.38	794.94	579.55				91.26	91.26			
LOCAL CHANNEL - DEDICATED TRANSPORT																		
						OHL, OHM	TEFV2	11.24	553.80	89.69				42.17	12.76			
						OHL, OHM	TEFV4	12.03	562.23	92.67				42.17	12.76			
						OH1	TEFHG	27.05	534.48	462.69				86.15	1.77			
						OH3	TEFHJ	298.92	562.25	527.88				56.25	56.25			
LOCAL INTERCONNECTION MID-SPAN MEET																		
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																		
						OH1MS	TEFHG	0.00	0.00					86.15	1.77			
						OH3MS	TEFHJ	0.00	0.00					56.25	56.25			
MULTIPLEXERS																		
						OH1, OH1MS	SATN1	146.69	197.78	140.06				24.77	8.16			
						OH3, OH3MS	SATNS	233.10	403.97	234.40				24.78	7.42			
						OH1, OH1MS	SATCO	16.07	13.09	9.38								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																		

LOCAL INTERCONNECTION - South Carolina														Attachment: 3		Exhibit: A		
CATEGORY	RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
								Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates(\$)					
									First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																		
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																		
TANDEM SWITCHING																		
							OHD		0.000736bk									
							OHD		0.000736bk									
							OHD		0.0015									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																		
TRUNK CHARGE																		
							OHD	TPP++	335.14	57.16								
							OHD	TDE0P	0.00									
							OH1 OH1MS	TDE1P	0.00									
							OHD	TDW0P	0.00									
							OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																		
COMMON TRANSPORT (Shared)																		
							OHD		0.0000045bk									
							OHD		0.0004095bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																		
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																		
							OHL, OHM	1L5NF	0.0167									
							OHL, OHM	1L5NF	24.30	40.63	16.77							
							OHL, OHM	1L5NK	0.0167									
							OHL, OHM	1L5NK	16.76	40.63	16.77							
							OHL, OHM	1L5NK	0.0167									
							OHL, OHM	1L5NK	16.76	40.63	16.77							
							OH1, OH1MS	1L5NL	0.3415									
							OH1, OH1MS	1L5NL	77.14	89.47	16.39							
							OH3, OH3MS	1L5NM	8.02									
							OH3, OH3MS	1L5NM	880.65	279.37	60.33							
LOCAL CHANNEL - DEDICATED TRANSPORT																		
							OHL, OHM	TEFV2	15.33	193.53	33.24	36.72	3.21					
							OHL, OHM	TEFV4	16.54	193.97	33.68	37.19	3.68					
							OH1	TEFHG	42.62	177.87	154.06	22.24	15.30					
							OH3	TEFHJ	446.00	452.52	264.53	119.75	83.77					
LOCAL INTERCONNECTION MID-SPAN MEET																		
NOTE: If Access service ride Mid-Span Meet, one-half the tariffed service Local Channel rate is applicable.																		
							OH1MS	TEFHG	0.00	0.00								
							OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS																		
							OH1, OH1MS	SATN1	107.57	91.24	62.71	10.56	9.81					
							OH3, OH3MS	SATNS	144.02	178.54	94.18	33.33	31.90					
							OH1, OH1MS	SATCO	8.64	6.59	4.73							
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																		

LOCAL INTERCONNECTION - Tennessee																			Attachment: 3		Exhibit: A	
CATEGORY		RATE ELEMENTS				Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l			
										Rec	Nonrecurring		Nonrecurring Disconnect		OSS RATES (\$)							
											First	Add'l		First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN		
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the Parties upon request by either Party.																						

Attachment 4
Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

1. Scope of Attachment

1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Sprint is occupying the collocation space as a sole occupant or as a Host within a Premises location pursuant to Section 4.

1.1.1 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

1.2 Right to occupy. BellSouth shall offer to Sprint collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to Section 4 of this Attachment, BellSouth hereby grants to Sprint a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by Sprint and agreed to by BellSouth, which agreement should not be unreasonably withheld (hereinafter "Collocation Space"). BellSouth Premises include BellSouth Central Offices and Serving Wire Centers, as well as all buildings or similar structures owned or leased by BellSouth that house BellSouth Network Facilities and all structures that house facilities on public rights-of-way, including but not limited to, vaults containing loop concentrators and other similar structures. To the extent this Agreement does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth Central Offices, the Parties will negotiate said rates, terms, and conditions at the request for collocation at other than a Central Office. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, Sprint may be required to release unused space to BellSouth to be allocated to other physical collocation applicants when 100% of the space in Sprint's collocation arrangement is not being utilized by the end of the second year of operation. Sprint will first have the option of subleasing any amount of space not being utilized pursuant to this sub-Section in lieu of releasing space to BellSouth. Prior to reclaiming any such unused space BellSouth shall notify Sprint of its intent in writing. Sprint will respond to BellSouth within fourteen (14) calendar days of receipt of BellSouth's notice. Said response shall provide a summary of Sprint's current use or planned use of remaining space for the next three (3) months, either by placing Sprint equipment in the remaining space or the subleasing of such Collocation Space. If BellSouth disagrees with Sprint's assertions it may avail itself of the Dispute Resolution procedures set forth in the General Terms and Conditions section of this Agreement.

- 1.2.2 Space Reservation. BellSouth and Sprint may reserve floor space for their own specific uses for a two-year period, except in Florida, where the period shall be eighteen (18) months. Except as otherwise provided, upon denial of a Sprint request for physical collocation, BellSouth shall provide to the Commission justification for the reserved space based on what is currently required by and provided to the applicable Commission. BellSouth shall remove obsolete unused equipment from the premises according to its scheduled date for such removal. BellSouth shall, upon request from Sprint, remove obsolete unused equipment from its premises prior to BellSouth's scheduled removal of such equipment, to make available the amount of space requested for collocation by Sprint. There will be no additional cost for such removal of obsolete and unused equipment over and above the Space Preparation Charges assessed for said collocation space. Consistent with FCC Rule 51.323(f)(5), BellSouth shall relinquish any space held for future use prior to denying a Sprint request for virtual collocation unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible. Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.2.2.1 For Tennessee, upon denial of a Sprint request for physical collocation, BellSouth shall provide justification for the reserved space to Sprint based on a demand and facility forecast which includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.). In estimating the space requirement for growth, BellSouth shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. BellSouth shall not reserve active space that is supported by existing telecommunications infrastructure without growth forecasts to support such reservation. BellSouth shall disclose to Sprint the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates upon request and in conjunction with a denial of Sprint's request for physical collocation, subject to appropriate proprietary protections.
- 1.3 Use of Space. Sprint shall use the Collocation Space for the purposes of installing, maintaining and operating Sprint's equipment (to include testing and monitoring equipment) necessary, as that term is defined by the FCC, for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services. The Collocation Space may be used by Sprint [OK for BST 12/14/01] for any purposes consistent with effective FCC and state Commission Orders or as authorized in writing by BellSouth.
- 1.4 Rates and charges. Sprint agrees to pay the rates and charges identified at Exhibit C attached hereto.

- 1.5 Due Dates. Except in Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

2. **Space Notification**

- 2.1 Availability of Space. BellSouth will permit Sprint to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth is prepared to demonstrate to the State Commission pursuant to Section 2.4 that there is no space available due to space limitations or no space available due to technical infeasibility. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether the Application is Bona Fide (“Bona Fide”) and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Additionally, BellSouth shall notify Sprint as to whether space is available or not available within a BellSouth Premises. If BellSouth determines that the amount of space requested by Sprint is not available, BellSouth’s response will identify the amount of space that is available.
- 2.1.1 In Florida, BellSouth shall respond within fifteen (15) calendar days from receipt of an application.
- 2.2 Reporting. Upon request from Sprint, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report at the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from Sprint must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.2.2 BellSouth will respond to a request for a report regarding space availability for a particular BellSouth Premise in accordance with the following intervals from receipt of such request. BellSouth will respond in ten (10) calendar days to requests for a report regarding space availability in the top 100 MSAs. For those requests that do not fall within the top 100 MSAs, BellSouth will respond in ten (10) calendar days to such a request when the request includes up to and including ten (10) BellSouth Premises locations within the same State. BellSouth will respond within fifteen (15) calendar days to the request for the eleventh (11) to fifteenth (15) locations within the same State. BellSouth will respond within twenty (20) calendar days to the request for the sixteenth (16) to twentieth (20) locations within the same State. When Sprint requests greater than twenty (20) locations within a State, BellSouth's time for response will increase in a similar five (5) calendar day intervals for the additional (5) five locations

- requested (e.g. twenty-five (25) days for twenty-first to twenty-fifth locations; thirty (30) days for twenty-sixth to thirtieth locations, etc.).
- 2.3 Denial of Application. If BellSouth contends space for physical collocation is not available in a BellSouth Premises (“Denial of Application”), BellSouth shall notify Sprint in writing, pursuant to Section 2.1 of this Attachment. The written notice of denial shall provide Sprint with information relevant to the denial of its request for collocation space, give some detail as to why the space was denied, and information regarding planned building additions and/or office relief plans to the extent they are known. In addition, BellSouth shall allow Sprint to tour the entire premises in question, not just the area in which space was denied, without charge, within ten (10) days, or such other time not to exceed thirty (30) calendar days as the Parties may mutually agree upon, of the receipt of BellSouth’s denial of space. Prior to the tour, BellSouth shall provide to Sprint engineering floor plans for the premise in question. The engineering floor plans provided to Sprint will be in the format that BellSouth uses when filing its petition for Waiver with the Commission. In the event said floor plans are illegible or more detailed information is required, upon request from Sprint, BellSouth shall provide full-sized, detailed engineering floor plans prior to the tour for the premise in question. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application or as otherwise agreed to by the Parties.
- 2.4 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition for Waiver with the Commission pursuant to 47 U.S.C. § 251(c)(6) in accordance with applicable Commission requirements. However, in the absence of any Commission requirement, BellSouth will file a Petition for Waiver within thirty (30) calendar days after the date of Denial of Application.
- 2.5 Waiting List. As new space becomes available, BellSouth will identify the quantity of space available and the type or types of physical collocation that can be accommodated in that space. BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify those CLECs that can be accommodated on said waiting list that space shall become available within sixty (60) calendar days prior to space becoming available, to the extent known, where a waiver has previously been filed. If not known sixty (60) calendar days in advance, BellSouth shall notify carriers on the list within two (2) business days of the determination that space is available. The notification to the CLEC will include the following information: space availability date, which is the date that the subsequently available space becomes subject to Application for physical collocation, the date by which BellSouth must have received the updated, complete, and correct Application, which is thirty (30) calendar days following the space availability date, and the amount of space that BellSouth has identified as available for the customer. Within thirty (30) calendar days of the Space Availability date, Sprint must notify BellSouth in writing that Sprint

wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Sprint does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Sprint from the waiting list. BellSouth will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion. Upon request, BellSouth will advise Sprint as to its position on the list. In this scenario, if a CLEC that has been offered newly available space declines such space, BellSouth will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals that are applicable to Sprint that are different than those set forth in this section, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction.

3. Collocation Options

3.1 Cageless. BellSouth shall allow Sprint to collocate Sprint's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Sprint to have direct access to its equipment and facilities but may require Sprint to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 6. Except where Sprint's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where technically feasible. For equipment requiring special technical considerations, Sprint must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 5.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of Sprint's equipment and facilities at Sprint's option. Sprint must arrange with a

- BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications (hereinafter, "BellSouth's Guidelines"), or if there are more stringent applicable requirements, then pursuant to section 1.1.1 and at its sole expense. BellSouth will provide guidelines and specifications upon request. Sprint's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Sprint must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Sprint's locked enclosure prior to notifying Sprint.
- 3.2.1 BellSouth has the right to review Sprint's plans and specifications prior to allowing construction to start. Such review shall not unreasonably delay provisioning intervals as specified herein. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and to require Sprint to remove or correct at Sprint's cost any structure that does not meet these BellSouth Guidelines.
- 3.3 Shared (Subleased) Caged Collocation. Sprint may allow other telecommunications carriers to share Sprint's caged collocation arrangement pursuant to terms and conditions agreed to by Sprint ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Sprint shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Sprint that said agreement imposes upon the Guest(s) the same terms and conditions for collocation space as set forth in this Agreement between BellSouth and Sprint.
- 3.3.1 Sprint shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Sprint with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Sprint shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with

BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.

3.3.2 Sprint shall indemnify and hold harmless BellSouth from any and all claims, actions, and causes of action, of whatever kind or nature arising out of the presence of Sprint's Guests in the Collocation Space. Nothing herein shall be construed to require indemnification by a party for the willful misconduct or gross negligence of the other party or, where prohibited by law, indemnification for a party's own negligence or sole negligence and, to the extent such exclusion must be expressly stated the term indemnification as used in this section shall be construed to exclude specifically a party's gross negligence or willful misconduct and a party's own negligence or sole negligence. Where indemnification by a party is permitted for claims arising out of the other party's own negligence but such intention must be expressly stated, the term "indemnify" is used in this section shall include the duty to indemnify for such other party's negligence. Nothing herein shall be construed to require indemnification in excess of that permitted by law and, to the extent any part of this section is found to be invalid or unenforceable, the parties agree that the obligation to indemnify under this Agreement shall be to the fullest extent permitted in the relevant jurisdiction, excluding only such claims as are prohibited therein.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation in controlled environmental vaults or similar structures to be constructed or otherwise procured by Sprint ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, and reasonable safety and maintenance requirements. BellSouth and Sprint will mutually agree on the location of the designated space on the BellSouth property where the adjacent structure, such as a controlled environmental vault or similar structure, will be placed. BellSouth may withhold agreement with respect to a location, which would otherwise be prohibited pursuant to Section 1.1. Neither party shall unreasonably withhold agreement as to any proposed location, provided, however, that it shall be in BellSouth's final discretion as to the location of the adjacent structure. The Adjacent Arrangement shall be constructed or procured by Sprint and in conformance with BellSouth's design and construction specifications in effect at the time the adjacent structure is requested. After the adjacent arrangement is constructed any changes to these specifications will not be binding on Sprint for such already constructed arrangements without Sprint's prior written concurrence. Further, Sprint shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should Sprint elect such option, Sprint must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications, or if there are more stringent applicable requirements, then pursuant to section 1.1.1. BellSouth will provide guidelines and specifications upon request.

- 3.4.2 Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Sprint's BellSouth Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Sprint must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Sprint's locked enclosure prior to notifying Sprint.
- 3.4.3 BellSouth maintains the right to review Sprint's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's Guidelines. Such review shall not unreasonably delay provisioning intervals as specified herein. BellSouth may require Sprint, at Sprint's sole cost, to correct any deviations from BellSouth's Guidelines found during such inspection(s), as such Guidelines existed at the time the application was accepted by BellSouth. Such corrections may include removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.4.4 Sprint shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Sprint's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.4.5 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.
- 3.5 Co-carrier Cross Connect (CCXC). At BellSouth's sole option, BellSouth will provide, or permit Sprint to provide, a connection between the equipment in the collocated spaces of Sprint and any other telecommunications carrier whose Agreement contains co-carrier cross-connect language. Sprint's use of the collocation space for interconnection with BellSouth or accessing BellSouth's Unbundled Network Elements and using Co-carrier Cross Connects shall be in accordance with the FCC's Fourth Report and Order in Docket No. 98-147. If BellSouth elects to provision the CCXC, the rates, terms and conditions shall be negotiated between the Parties.

- 3.5.1 If Sprint provisions the CCXC to other telecommunications carriers, such connections to other carriers may be made using either optical or electrical facilities. Sprint may deploy such optical or electrical connections directly between its own facilities and the facilities of the other telecommunications carrier(s) without being routed through BellSouth equipment. Sprint may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. If either collocation arrangement is a virtual collocation arrangement, the CLEC having the virtual collocation arrangement must either have sufficient terminations for the CCXC cable or must provide additional termination equipment in its arrangement. Sprint and the other CLEC shall not intermingle their equipment within a virtual collocation arrangement. Sprint is responsible for ensuring the integrity of the signal.
- 3.5.2 Sprint shall be responsible for obtaining authorization from the other telecommunications carrier(s) involved. If Sprint provisions the CCXC to other telecommunications carriers, Sprint must use a BellSouth Certified Vendor to place the CCXC in cases where the Sprint equipment and the equipment of the other telecommunications carrier are not located within caged contiguous collocation spaces. There will be a recurring charge per linear foot, per cable of common cable support structure used.
- 3.5.3 In cases where Sprint's equipment and the equipment of the other telecommunications carrier are located in caged contiguous collocation spaces, Sprint shall have the option to deploy the CCXCs between the sets of equipment. Sprint shall have the option of constructing its own dedicated support structure or utilizing BellSouth's common cable support structure. There will be a recurring charge per linear foot, per cable of common cable support structure used.
- 3.5.4 Sprint may order CCXC in its initial Application. In the Application, Sprint must include the type of cross connect facilities to be used, the name of the telecommunications carrier(s) to whom the CCXC is to be routed, and a copy of the authorization from all other telecommunications carriers involved. If Sprint, or Sprint's Guest(s) in a shared arrangement, desires to order CCXC after the Bona Fide Firm Order, Sprint must submit to BellSouth a complete Subsequent Application containing the same CCXC information as required in an initial Application. If Sprint submits a Subsequent Application for CCXC only, the Subsequent Application fee for CCXC as defined in Exhibit C will apply. If Sprint submits a Subsequent Application for CCXCs in addition to other modifications to the Collocation Space, a Subsequent Application Fee will be assessed pursuant to Sections 6.1.2 and 6.1.3.

4. Occupancy

- 4.1 Commencement Date. The "Commencement Date" shall be the day Sprint's equipment becomes operational as described in Article 4.2, following.

- 4.2 Occupancy. BellSouth will notify Sprint in writing that the Collocation Space is ready for occupancy. Sprint must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) calendar days after receipt of such notice unless otherwise agreed to by the Parties. Sprint must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. If Sprint fails to place operational telecommunications equipment in the Collocation Space within one hundred eighty (180) calendar days, unless otherwise agreed to by the Parties, and such failure continues for a period of thirty (30) calendar days after receipt of written notice from BellSouth, then and in that event Sprint's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Sprint with respect to said Collocation Space. Termination of Sprint's rights to the Collocation Space pursuant to this paragraph shall not operate to release Sprint from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Attachment. For purposes of this paragraph, Sprint's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.
- 4.3 Termination. Except where otherwise agreed to by the Parties, Sprint may terminate occupancy in a particular Collocation Space upon thirty (30) calendar days prior notice to BellSouth by submitting an Application. An Application Fee will not apply. Upon termination of such occupancy, Sprint at its expense shall remove its equipment and other property from the Collocation Space. Sprint shall have thirty (30) calendar days from the termination date, or such other period as agreed to by the Parties, to complete such removal, including the removal of all equipment and facilities of Sprint's Guests; provided, however, that Sprint shall continue payment of monthly fees to BellSouth until such date as Sprint has fully vacated the Collocation Space. Should Sprint fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Sprint at Sprint's expense and with no liability for damage or injury to Sprint's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of this Attachment, Sprint shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by Sprint except for ordinary wear and tear. Sprint shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition unless Sprint at its sole discretion sub-leases or otherwise conveys such enclosure.
- 5. Use of Collocation Space**
- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's

unbundled network elements in the provision of telecommunications services, as the term “necessary” is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth’s network or for access to BellSouth’s unbundled network elements in the provision of telecommunications services.

- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards. If BellSouth denies collocation of Sprint's equipment, citing safety standards, BellSouth must provide to Sprint within five (5) business days of the denial a list of all equipment that BellSouth locates within the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends Sprint’s equipment fails to meet.
- 5.1.3 Sprint shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Sprint submits an application for terminations that exceed the total capacity of the collocated equipment, Sprint will be informed of the discrepancy and will be required to submit a revision to the application.

- 5.1.4 Sprint shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the Premises.
- 5.1.5 Sprint shall place a plaque or other identification affixed to Sprint's equipment necessary to identify Sprint's equipment, including a list of emergency contacts with telephone numbers.
- 5.2 Entrance Facilities. Sprint may elect to place Sprint-owned or Sprint-leased fiber entrance facilities into the Collocation Space. The Parties will discuss the proposed point of entrance in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion to designate the point of entrance in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. Sprint will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Sprint will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to Sprint's equipment in the Collocation Space. In the event Sprint utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Sprint must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Sprint is responsible for maintenance of the entrance facilities. At Sprint's option, BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions referenced in Attachment 4C of this Agreement. In Florida, in the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office termination point.
- 5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available. Where dual entrance does not exist, or there is a lack of capacity, BellSouth will construct such dual entrance upon Sprint's request, where technically feasible and at Sprint's sole expense. Such construction will be considered an extraordinary modification and charges for such construction shall be assessed accordingly on an individual case basis. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Sprint with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available, BellSouth will make the requested conduit space available for installing a second entrance facility to Sprint's arrangement. The Parties will discuss the proposed location of the serving manhole(s) in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion as to the location of the serving manhole. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.

- 5.2.2 Shared Use. Sprint may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Sprint collocation arrangement within the same BellSouth Central Office. Sprint must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to Sprint-provided riser cable.
- 5.3 Splicing in the Entrance Manhole. Although not generally permitted, should Sprint request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Sprint by BellSouth, Sprint shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manhole covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.
- 5.4 Demarcation Point. In Alabama, Georgia, Louisiana, Mississippi and South Carolina, BellSouth will designate the point(s) of demarcation between Sprint's equipment and/or network and BellSouth's network. BellSouth will make a good faith effort to locate the demarcation point as close to Sprint's collocation space as technically feasible. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. Sprint shall be responsible for providing, and Sprint's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6.8. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At Sprint's option and expense, a Point of Termination (POT) bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. Sprint must make arrangements with a BellSouth certified vendor for such placement.
- 5.4.1 Demarcation Point (Florida). At Sprint's expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space in Sprint's designated equipment line-up, and shall serve as the demarcation point, provided that BellSouth has twenty-four (24) hours a day, seven (7) days a week unrestricted access for purposes of testing and maintenance. BellSouth will identify each cable extension (i.e., T-1, T-3, DSO) by correctly stenciling and labeling each cable extension as to its corresponding

- termination point(s) on the BellSouth network frame or bay. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, except as provided above, and may self-provision cross-connects that may be required within the collocation space to activate service requests. This demarcation point arrangement shall be utilized unless otherwise agreed to by the Parties.
- 5.4.2 **Demarcation Point (Tennessee).** BellSouth will designate the point(s) of demarcation between Sprint's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. The demarcation point shall be a Sprint provided Point of Termination Bay (POT Bay) in a common area within the Premises. BellSouth will make a good faith effort to locate Sprint's POT Bay as close to Sprint's collocation space as technically feasible. In all cases BellSouth will make the final determination of the specific location. Sprint shall be responsible for providing, and a supplier certified by BellSouth ("Sprint's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Sprint's collocation space and the demarcation point. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.5 **Sprint's Equipment and Facilities.** Sprint, or if required by this Attachment, Sprint's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Sprint. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections.
- 5.6 **Easement Space.** From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Sprint when access to the Collocation Space is required. Sprint may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Sprint will not bear any of the expense associated with this work.
- 5.7 **Access.** Pursuant to Section 11, Sprint shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Sprint agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agent provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Sprint agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Sprint employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Sprint or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.

- 5.8 Lost or Stolen Access Keys. Sprint shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings as a result of an Access Key(s) lost or not returned by Sprint, Sprint shall pay for all reasonable and demonstrative costs associated with the re-keying.
- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Sprint violate the provisions of this paragraph, BellSouth shall give written notice to Sprint, which notice shall direct Sprint to cure the violation within forty-eight (48) hours of Sprint's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Sprint fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Sprint's equipment. BellSouth will endeavor, but is not required, to provide notice to Sprint prior to taking such action and shall have no liability to Sprint for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.
- 5.10 Personalty and its Removal. Subject to requirements of this Attachment, Sprint may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Sprint in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Sprint at any time. Any damage caused to the Collocation Space by Sprint's employees, agents or representatives during the removal of such property shall be promptly repaired by Sprint at its expense.
- 5.11 Alterations. In no case shall Sprint or any person acting on behalf of Sprint make any rearrangement, modification, improvement, addition, repair, or other alteration to the

Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Sprint.

- 5.12 Janitorial Service. Sprint shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and, if necessary, shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.

6. Ordering and Preparation of Collocation Space

- 6.1 Application for Space. Sprint shall submit an application document when Sprint or Sprint's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

- 6.1.1 Initial Application. For Sprint or Sprint's Guest(s) initial equipment placement, Sprint shall submit to BellSouth a complete and accurate Physical Expanded Interconnection Application Document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit C. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Sprint's Collocation Space(s) and an estimate of the amount of square footage required.

- 6.1.2 Subsequent Application (All states except Tennessee). In the event Sprint or Sprint's Guest(s) desire to modify the use of the Collocation Space, Sprint shall complete an Application document detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Sprint in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Sprint for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent application does not require assessment for provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. The fee for an application where the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, the full Application Fee Charge for the appropriate state shall apply. BellSouth shall provide a detailed explanation of the charges exceeding the minimum Subsequent Application Fee costs upon request. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit C, the outstanding balance shall be due by Sprint within 30 calendar days following Sprint's receipt of a bill or invoice from BellSouth.

- 6.1.3 Subsequent Application (Tennessee). In Tennessee, in the event Sprint or Sprint's Guest(s) desire to modify the use of the Collocation Space, Sprint shall complete an Application document detailing all information regarding the modification to the Collocation Space. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change requested by Sprint in the Application. Such necessary modifications to the Premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Sprint for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the subsequent application does not require assessment for provisioning or construction work by BellSouth, no Planning Fee will be required. All other modifications shall require a Planning Fee assessed at the applicable Planning Fee rate in Exhibit C to this Attachment.
- 6.1.4 Subsequent Application for Power Reduction. If Sprint submits a Subsequent Application for power reduction only, the Subsequent Application fee for power reduction or to reduce BDFB fused positions as set forth in Exhibit C will apply.
- 6.2 Application Response.
- 6.2.1 In Georgia, Mississippi, and South Carolina, when space has been determined to be available, BellSouth will provide a comprehensive written response ("Application Response") within twenty (20) calendar days of receipt of a complete application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee and the space preparation fees, as described in Section 7.
- 6.2.2 In Alabama, when space has been determined to be available, BellSouth will provide a comprehensive written response ("Application Response") within thirty (30) calendar days of receipt of a complete application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee and the space preparation fees, as described in Section 7.
- 6.2.3 In Kentucky, and North Carolina, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.2.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide a written response ("Application Response") including sufficient information to enable Sprint to place a Firm Order. The Application Response will include, at a

- minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7. When Sprint submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.2.5 In Louisiana, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.2.6 In Tennessee, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 7.
- 6.3 Bona Fide Firm Order.
- 6.3.1 Except as otherwise provided, Sprint shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Sprint to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth (“Bona Fide Firm Order”) and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth’s response to Sprint’s Application/Inquiry.
- 6.3.2 In Kentucky and North Carolina, Sprint shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to BellSouth. A Firm Order shall be considered Bona Fide when Sprint has completed the Application/Inquiry process described in Section 6.1, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The Bona Fide Firm Order must be received by BellSouth no later than five (5) business days after BellSouth’s Application Response to Sprint’s Bona Fide Application.
- 6.3.3 If Sprint makes changes to its application in light of BellSouth’s written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In

- this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth. Such re-evaluation of an application shall be completed promptly by BellSouth but in no event shall exceed the Application Response intervals as set forth in Section 6.2. Where such changes requested do not require assessment for provisioning and construction work by BellSouth, no Subsequent Application Fee will be required. If BellSouth needs to reevaluate Sprint's application as a result of changes requested by Sprint to Sprint's original application, and the modification requested has limited effect (e.g., does not require assessment related to capital expenditure by BellSouth), BellSouth may charge Sprint a Subsequent Application Fee. Major changes such as requesting additional space or adding additional equipment may require Sprint to resubmit the application with an application fee.
- 6.3.4 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Sprint's Bona Fide Firm Order with a Firm Order Confirmation containing the firm order date within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received.
- 6.3.5 BellSouth will permit one accompanied site visit to Sprint's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Sprint. Such accompanied site visits and associated charges will not apply subsequent to Sprint's completion of BellSouth Security Training requirements.
- 6.3.6 Sprint must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Premises a minimum of 30 calendar days prior to the date Sprint desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Sprint may submit such a request at any time subsequent to BellSouth's receipt of the Bona Fide Firm Order. For access requests subsequent to the accompanied site visit permitted in 6.3.2 above but prior to approval of Sprint's Access Control Request Form, BellSouth shall permit Sprint to access the Collocation Space accompanied by a security escort at Sprint's expense. Sprint must request escorted access at least three (3) business days prior to the date such access is desired, unless otherwise agreed to by the Parties.
- 6.4 Construction and Provisioning Interval.
- 6.4.1 In Kentucky and North Carolina, BellSouth will complete construction of collocation arrangements within seventy-six (76) business days from receipt of an Application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, major Company equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental

hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Sprint submits a forecast as described in the following section three (3) months or more prior to the application date, the above intervals shall apply. In the event Sprint submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Sprint submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Sprint at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide collocation space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. BellSouth will use its best efforts to minimize the additional time required to condition collocation space and will inform Sprint of the time estimates as soon as possible.

- 6.4.1.1 To be considered a timely and accurate forecast, Sprint must submit to the Company the CLEC Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Service Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 6.4.2 In Alabama, when preconditioned space is available BellSouth will complete construction for cageless collocation arrangements within thirty (30) calendar days from receipt of Bona Fide Firm Order, under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Preconditioned space is defined as space where all infrastructure is in place and all that is required is a record change to show that the space has been assigned to Sprint. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.4.3 In Georgia and Mississippi, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90)

- calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Sprint or seek a waiver from this interval from the Commission.
- 6.4.4 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Sprint cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, BellSouth may seek an extension from the Florida PSC.
- 6.4.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order for an initial request, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days of the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may elect to renegotiate an alternative provisioning interval with Sprint or seek a waiver from this interval from the Commission.
- 6.4.6 In South Carolina, BellSouth will complete the construction and provisioning activities for cageless and caged collocation arrangements as soon as possible, but no later than ninety (90) calendar days from receipt of a bona fide firm order. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 6.4.7 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and Sprint

- installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, the following conditions must apply: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned space is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.
- 6.4.8 Augments are defined as changes to collocation space after initial space completion (“Augmentation”).
- 6.4.8.1 In Florida, upon receipt of a Bona Fide Firm Order, BellSouth will complete Augments within forty-five (45) calendar days. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Sprint cannot agree upon a completion date, BellSouth may seek an extension from the Florida PSC by giving written notice to the Florida PSC within thirty (30) calendar days from date BellSouth receives the Bona Fide Firm Order from Sprint.
- 6.4.8.2 In Georgia, BellSouth will complete simple augments, such as the placement of additional AC convenience outlets, or only a fuse change for additional DC power, within twenty (20) days from BellSouth’s receipt of Sprint’s Bona Fide Firm Order. For minor augments, such as interconnection cabling arrangements where the infrastructure exists, BellSouth will complete said augments within forty-five (45) days from the receipt of the application Sprint’s Bona Fide Firm Order. The interval for intermediate augments, consisting of additional interconnect panels/blocks, cabling DC Power arrangements, where minor infrastructure work is required, shall be sixty (60) days from BellSouth’s receipt of Sprint’s Bona Fide Firm Order. Within sixty (60) days of the execution of this agreement, the Parties shall meet to determine the specific augmentations that shall be included in the augmentation provisioning categories noted above (i.e., simple augments, minor augments and intermediate augments). If the Parties are unable to reach agreement, the Parties shall utilize the Dispute Resolution procedures set forth in Section 14 of the General Terms and Conditions of this Agreement.
- 6.4.8.3 In Louisiana, BellSouth will complete Augmentation requests within sixty (60) calendar days from the receipt of a Bona Fide Firm Order.

- 6.4.8.4 For North Carolina, the parties acknowledge that the issue as to whether BellSouth should be willing to commit to specific completion intervals for specific types of additions and augmentations to the collocation space is currently before the Commission and agree to modify this Agreement to conform to the orders of said Commission.**
- 6.5 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Sprint will commence within a maximum of fifteen (15) business days from BellSouth's receipt of a Bona Fide Firm Order. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Sprint during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.
- 6.6 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within seven (7) business days of the completion of finalized construction designs and specifications.
- 6.7 Acceptance Walk Through. Sprint and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Sprint within fifteen (15) calendar days of BellSouth's notifying Sprint that the collocation space is ready for occupancy ("Space Ready Date"). In the event that Sprint fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Sprint. BellSouth will correct any deviations to Sprint's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.7.1 Prior to the expiration of the fifteen (15) calendar days the Parties may mutually agree to conduct the walk through after the fifteen (15) calendar days but no later than thirty (30) calendar days. Upon completion of the walk through, if the Parties mutually agree discrepancies exist, BellSouth will credit Sprint for the charges applied after the fifteen (15) calendar days and prior to the walk through. BellSouth will correct any mutually agreed to deviations to Sprint's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.
- 6.8 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will make best efforts to provide CFAs to Sprint prior to the calculated Space Ready Date for those Premises in which Sprint has a physical collocation with no POT bay or with a POT bay provided by BellSouth prior to 6/1/99. BellSouth will make best efforts to provide CFAs to Sprint prior to the calculated Space Ready Date for those Premises in which Sprint has a physical collocation with a POT bay provided by Sprint prior to

6/1/99 or a virtual collocation after Sprint provides BellSouth with the following information:

For Sprint-provided POT bay - a complete layout of the POT panels showing locations, speeds, etc.

For virtual - a complete layout of Sprint's equipment (equipment inventory update (EIU) form), including locations of the low speed ports and specific frame termination the equipment will be wired to by Sprint's Certified Supplier

BellSouth will bill Sprint a nonrecurring charge as set forth in Exhibit C each time Sprint requests a resend of CFAs.

- 6.9 Use of Certified Vendor. Sprint shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Sprint must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Sprint with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing Sprint's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Sprint upon successful completion of installation. The Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Sprint or any vendor including Original Equipment Manufacturers (OEMS) proposed by Sprint.
- 6.10 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Sprint shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Sprint's Collocation Space. Upon request, BellSouth will provide Sprint with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Sprint. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.
- 6.11 Basic Telephone Service. Upon request of Sprint, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 6.12 Space Preparation.

- 6.12.1 Unless otherwise specified, Space Preparation Fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot, and Common Systems Modifications, assessed per arrangement, per square foot for cageless collocation and per cage for caged collocation. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Sprint opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Sprint as prescribed in Section 7.
- 6.12.2 In Georgia, the Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers a portion of costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, power, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event Sprint opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to Sprint as prescribed in Section 7.
- 6.12.3 In North Carolina, space preparation fees consist of monthly recurring charges for Central Office Modifications, assessed per arrangement, per square foot; Common Systems Modifications, assessed per arrangement, per square foot for cageless and per cage for caged collocation; and Power, assessed per the nominal –48V DC ampere requirements specified by Sprint on the Bona Fide Application. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Sprint opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Sprint as described in Section 7.
- 6.13 Virtual Collocation Transition.
- 6.13.1 In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Sprint may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Sprint, such information will be provided to Sprint in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Sprint within 180 days of BellSouth's written denial of Sprint's request for physical collocation, and (ii) Sprint was not informed in the written denial that physical collocation space would become available within such 180 days, then Sprint may transition its virtual collocation arrangement to a physical

- collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Sprint must arrange with a BellSouth certified vendor for the relocation of equipment if required from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.
- 6.13.2 BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where the arrangement conforms with the terms and conditions of this Attachment and where (1) there is no change to the arrangement; and (2) the conversion of the virtual arrangement would not cause the arrangement to be located in the area of the Premises reserved for BellSouth's forecast of future growth.
- 6.13.3 For conversions from virtual collocation arrangements to physical collocation arrangements that do not require relocation (In Place), BellSouth will bill Sprint an Administrative Only Application Fee as set forth in Exhibit C for these charges.
- 6.13.4 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days.
- 6.14 Cancellation. If, at anytime, Sprint cancels its order for the Collocation Space(s), Sprint will reimburse BellSouth for any reasonable and demonstrative expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Sprint would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
- 6.15 Licenses. Sprint, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7. Rates and Charges**
- 7.1 Recurring Charges. Recurring fees for space occupancy shall be billed upon space completion or space acceptance, whichever occurs first. Other charges shall be billed upon request for the services. All charges shall be due within 30 days of the bill date.
- 7.2 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber cable placed.
- 7.3 Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Sprint's equipment. When the Collocation Space is enclosed, Sprint shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation

Space is not enclosed, Sprint shall pay floor space charges based upon the following floor space calculation: $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$. For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where technically feasible. In the event Sprint's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Sprint shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Sprint first occupies the Collocation Space, whichever is sooner.

- 7.4 Power. BellSouth shall supply -48 Volt (-48V) DC power for Sprint's Collocation Space within the Premises and shall make available AC power at Sprint's option for Adjacent Arrangement collocation. Recurring charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Sprint's equipment or space enclosure. Recurring power charges begin on the Space Acceptance Date or on the date Sprint first occupies the Collocation Space, whichever is first. If Sprint fails to schedule and complete an acceptance walk through within fifteen (15) calendar days after BellSouth releases the space for occupancy, BellSouth shall begin billing Sprint for recurring charges as of the sixteenth day after the Space Ready Date. Prior to the expiration of the fifteen (15) calendar days the Parties may mutually agree to conduct the walk through after the fifteen (15) calendar days but no later than thirty (30) calendar days. Upon completion of the walk through, if the Parties mutually agree discrepancies exist, BellSouth will credit Sprint for the charges applied after the fifteen (15) calendar days and prior to the walk through. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), and installed by Sprint's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by Sprint's certified power vendor. Sprint's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. The non-recurring construction charge for construction of additional DC power plant or upgrade of the existing DC power plant in a Central Office as a result of Sprint's request to collocate in that Central Office ("Power Plant Construction"), will be assessed per the nominal -48V DC ampere requirements specified by Sprint on the physical collocation application. BellSouth reserves the right to monitor actual usage to verify accuracy of Sprint's power requirements. Sprint shall pay its pro-rata share of costs associated with the Power Plant Construction, including but not limited to, standby AC plant elements, DC power plant elements, and the Battery Distribution Fuse Bay (BDFB), where applicable. The pro-ration shall be based on the cost of providing one (1) ampere of DC power multiplied by the nominal drain requirements indicated by Sprint

in its physical collocation application. If Sprint does not require power feeders from a BDFB, the BDFB component will not be applied to the Power Plant Construction charge. If Sprint requires power feeders from both a BellSouth power board and a BellSouth BDFB, the Power Plant Construction charge will include all three components for the amount of nominal current fed from the BDFB, but will only include the standby AC and DC power plant components for the amount of nominal current fed from the power board. BellSouth shall comply with all BellCore (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. The costs of Power Plant Construction shall be pro-rated and shared among all who benefit from that construction. Sprint shall pay BellSouth one-half of its pro-rata share of the estimated Power Plant Construction costs prior to commencement of the work. Sprint shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. If BellSouth has not previously invested in power plant capacity for collocation at a specific site, Sprint has the option to add its own dedicated power plant; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's Guidelines. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Attachment Sprint shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact.

7.4.1 Sprint is responsible for contracting with a BellSouth certified vendor for power distribution feeder cable runs from a BellSouth BDFB or power board to Sprint's equipment. When obtaining power from a BellSouth BDFB or miscellaneous fuse positions on a BellSouth power board, power cables must be engineered, furnished and installed by Sprint using a BellSouth certified power vendor. Determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The certified vendor contracted by Sprint must provide BellSouth a copy of the engineering power specifications prior to the Commencement Date. BellSouth will provide the power feeder cable support structure between the BellSouth BDFB or power board and Sprint's arrangement area. Sprint shall contract a BellSouth certified vendor who will be responsible for the following: power cable support structure within Sprint's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a certified power vendor. Sprint shall comply with all applicable National Electric Code (NEC), BellSouth TR-73503, BellCore (Telcordia) and ANSI Standards regarding power cabling.

7.4.2 If Sprint elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Sprint's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Service Panel, protection devices and power cables must be engineered (sized), and installed by Sprint's certified vendor except that BellSouth shall engineer and install protection devices and power cables for Adjacent

- Collocation. Sprint's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Sprint's option, Sprint may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 7.4.3 In Tennessee, Recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Sprint's equipment or space enclosure. Sprint shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Sprint's arrangement and terminations of cable within the collocation space.
- 7.4.3.1 In Tennessee, Non-recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Sprint's arrangement area.
- 7.4.4 In Alabama, Louisiana and South Carolina, Sprint has the option to purchase power directly from an electric utility company. Under such an option, Sprint is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Sprint. Sprint's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by Sprint in provisioning said power will be billed on an ICB basis.
- 7.4.5 Sprint may order a reduction in the amount of power or reduce fused positions on BellSouth's BDFB that BellSouth is providing to Sprint. Sprint must submit a Subsequent Application. If Sprint submits a Subsequent Application for power reduction only, the Subsequent Application fee for power reduction or to reduce BDFB fused positions as set forth in Exhibit C will apply. If Sprint submits a Subsequent Application for power reduction or to reduce BDFB fused positions in addition to other modifications to the Collocation Space, a Subsequent Application will be assessed pursuant to Section 6.1.2. Sprint must maintain at least ten (10) amps of power to the Collocation Space at all times.
- 7.4.5.1 If the power reduction involves the retermination of Sprint's power from BellSouth's main power board to a BellSouth provided BDFB, immediately after the BellSouth Certified Supplier abolishes the connection from the BellSouth main power board to the Collocation Space, Sprint must, at its own expense, have a BellSouth Certified

Supplier remove Sprint's power cable(s) from BellSouth's cable support structure the entire length from Sprint's Collocation Space to BellSouth's main power board.

- 7.4.5.2 In Alabama, if Sprint is currently served from the BellSouth power board and requests to be connected to a BellSouth BDFB Sprint must submit a Subsequent Application. BellSouth must respond to such application within seven (7) calendar days and no application fee will apply.
- 7.5 Security Escort. A security escort will be required whenever Sprint or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 6.3.5 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit C.
- 7.6 Rate "True-Up". The Parties agree that the prices reflected as interim herein shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 14 of the General Terms and Conditions.
- 7.6.1 The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within ninety (90) days, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 14 of the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a "negotiated Agreement" under Section 252(e) of the Act.
- 7.6.2 An effective order of the Commission that forms the basis of a true-up shall be based upon cost studies submitted by either or both Parties to the Commission and shall be binding upon BellSouth and Sprint specifically or upon all carriers generally, such as a generic cost proceeding.
- 7.7 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either party. Payment of all other charges under this Attachment shall be due thirty (30) days after receipt of the

bill (payment due date). Sprint will pay a late payment charge of the rate permitted by law assessed monthly on any balance which remains unpaid after the payment due date.

- 7.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth's systems

8. Insurance

- 8.1 Sprint shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 8 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).
- 8.2 Sprint shall maintain the following specific coverage:
- 8.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.
- 8.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 8.2.3 Sprint may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 8.3 All policies purchased by Sprint shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to the Premises and shall remain in effect for the term of this Attachment or until all of Sprint's property has been removed from the Premises, whichever period is longer. If Sprint fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Sprint.
- 8.4 Sprint shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Sprint shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Sprint's insurance company. Sprint shall

forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
600 N. 19th Street, 18B3
Birmingham, Alabama 35203

8.5 Sprint must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

8.6 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9. Mechanics Liens

9.1 Each Party must keep the property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of that Party. If any liens are filed against the property, or any improvements thereon, as a result of the acts or omissions of a Party, or that of the Party's employees, agents, or contractors, such Party must discharge the lien within thirty (30) days or furnish a bond in accordance with law within thirty (30) days of the date such Party receives written notice that the lien has been filed. If a Party fails to discharge the lien or provide a bond as required by this section, then, in addition to any other right or remedy, the other Party may, at such other Party's election, discharge the lien by:

- paying the amount claimed to be due; or
- obtaining the discharge by deposit with a court or a title company; or
- furnishing a bond conditioned upon the discharge of said lien.

Sprint will defend and indemnify BellSouth from and against any lien enforcement action, defend and indemnify BellSouth for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by BellSouth as a result of Sprint's failure to fulfill Sprint's obligations under this section.

BellSouth will defend and indemnify Sprint from and against any lien enforcement action, and defend and indemnify Sprint for direct costs, including payments to contractors, costs of deposits or bond costs, as well as any attorney's fees expended by Sprint as a result of BellSouth's failure to fulfill BellSouth's obligations under this section.

10. Inspections

- 10.1 BellSouth shall conduct an inspection of Sprint's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Sprint's equipment and equipment of BellSouth. Such inspection shall not unreasonably delay the activation of facilities between Sprint's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Sprint adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Sprint with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

11. Security and Safety Requirements

- 11.1 The security and safety requirements set forth in this section are as stringent as the security requirements BellSouth maintains at its own premises either for its own employees or for authorized contractors. Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of Sprint will be permitted in the BellSouth Premises. Sprint shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the Sprint name. BellSouth reserves the right to remove from its premises any employee of Sprint not possessing identification issued by Sprint. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. Sprint shall be solely responsible for ensuring that any Guest of Sprint is in compliance with all subsections of this Section 11.
- 11.1.1 Sprint will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Sprint employee being considered for work on the BellSouth Premises, for the states/counties where the Sprint employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.1.2 Sprint will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 11.1.3 Sprint shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Sprint shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Sprint personnel who have been identified to have misdemeanor criminal convictions, except for misdemeanor traffic violations. Notwithstanding the foregoing, in the event that Sprint chooses not to

- advise BellSouth of the nature and gravity of any misdemeanor conviction, Sprint may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.1.4 For each Sprint employee requiring access to a BellSouth Premises pursuant to this agreement, Sprint shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Sprint will disclose the nature of the convictions to BellSouth at that time. In the alternative, Sprint may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.1.5 At BellSouth's request, Sprint shall promptly remove from the BellSouth Premises any employee of Sprint BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth, 1) if it is established and mutually agreed in good faith that Sprint's employees are responsible for the alleged act, or 2) prior to the initiation of an investigation in the event that an employee of Sprint is found interfering with the property or personnel of BellSouth or another CLEC, provided that an investigation shall promptly be commenced by BellSouth.
- 11.2 Notification to BellSouth. BST reserves the right to interview Sprint's employees, agents, or contractors in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another CLEC's property or personnel, provided that BellSouth shall provide reasonable notice to Sprint's Security contact of such interview. Sprint and its contractors shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Sprint's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill Sprint for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that Sprint's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill Sprint for BellSouth property which is stolen or damaged where an investigation determines the culpability of Sprint's employees, agents, or contractors and where Sprint agrees, in good faith, with the results of such investigation. Sprint shall notify BellSouth in writing immediately in the event that Sprint discovers one of its employees already working on the BellSouth premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from the BellSouth Premises, any employee found to have violated the security and safety requirements of this section. Sprint shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

- 11.3 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.4 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.5 Full compliance with the Security requirements of this section shall in no way limit the liability of either Party to the other for the improper actions of its employees that would otherwise exist pursuant to this Agreement or applicable law.

12. Destruction of Collocation Space

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Sprint's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Sprint's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to Sprint, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Sprint may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Sprint's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Sprint. Where allowed and where practical, Sprint may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Sprint shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Sprint's permitted use, until such Collocation Space is fully repaired and restored and Sprint's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored). Where Sprint has placed an Adjacent Arrangement pursuant to section 3.4, Sprint shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein.

Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. Eminent Domain

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Sprint shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

14. Nonexclusivity

- 14.1 Sprint understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

ATTACHMENT 4A

VIRTUAL COLLOCATION

Section 1. Introduction

Virtual Collocation will be provided by BellSouth pursuant to and in accordance with the applicable state tariff or in the absence of a state tariff, in accordance with the FCC Tariff No. 1 unless otherwise specified in this Agreement. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Sprint may purchase 2-wire and 4-wire cross-connects as set forth in Exhibit C of Attachment 4, and Sprint may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1 of Attachment 4.

Section 2. Virtual Collocation

BellSouth will complete construction and provisioning of virtual collocation arrangements as soon as possible and within a maximum of 60 calendar days from receipt of a complete and accurate Bona Fide Firm Order.

Section 3. Virtual Collocation Rates

The rates for Virtual Collocation shall be as set forth in Exhibit C.

REMOTE SITE PHYSICAL COLLOCATION

BELLSOUTH**REMOTE SITE PHYSICAL COLLOCATION****1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Sprint is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to Section 4. All the negotiated rates, terms and conditions set forth in this Attachment pertain to Remote Site Collocation and the provisioning of Remote Collocation Space.
- 1.2 Right to occupy. BellSouth shall offer to Sprint Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules and orders of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment, BellSouth hereby grants to Sprint a right to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, of a size which is specified by Sprint and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions at the request for Remote Site collocation at BellSouth remote locations other than those specified above.
- 1.2.1 Space Reservation. BellSouth and Sprint may reserve floor space for their own specific uses for a two-year period, except in Florida, where the period shall be eighteen (18) months. Except as otherwise provided, upon denial of a Sprint request for physical collocation, BellSouth shall provide to the Commission justification for the reserved space based on what is currently required by and provided to the applicable Commission. BellSouth shall remove obsolete unused equipment from the premises according to its scheduled date for such removal. BellSouth shall, upon request from Sprint, remove obsolete unused equipment from its premises prior to BellSouth's scheduled removal of such equipment, to make available the amount of space requested for collocation by Sprint. There will be no additional cost for such removal of obsolete and unused equipment over and above the Space Preparation Charges assessed for said collocation space. Consistent with FCC Rule 51.323(f)(5), BellSouth shall relinquish any space held for future use prior to denying a Sprint request for virtual collocation unless BellSouth proves to the Commission that virtual collocation at that point is not technically feasible. Neither BellSouth nor any of

BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.

- 1.2.1.1 For Tennessee, upon denial of a Sprint request for physical collocation, BellSouth shall provide justification for the reserved space to Sprint based on a demand and facility forecast which includes, but is not limited to, three to five years of historical data and forecasted growth, in twelve month increments, by functional type of equipment (e.g., switching, transmission, power, etc.). In estimating the space requirement for growth, BellSouth shall use the most recent access line growth rate and use the space requirement data applicable to any planned changes that reflect forward looking technology as it relates to switching, power, MDF and DCS. BellSouth shall not reserve active space that is supported by existing telecommunications infrastructure without growth forecasts to support such reservation. BellSouth shall disclose to Sprint the space it reserves for its own future growth and for its interLATA, advanced services, and other affiliates upon request and in conjunction with a denial of Sprint's request for physical collocation, subject to appropriate proprietary protections.
- 1.3 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this Agreement. Additionally, where BellSouth notifies Sprint that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Sprint's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Sprint. Sprint agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Sprint. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Agreement and BellSouth, despite its best efforts, is unable to secure such access and use rights for Sprint as above, Sprint shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Sprint in obtaining such permission.
- 1.4 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any vacant space in the Remote Site Location. Sprint will be responsible for any justification of vacant space within its Remote Collocation Space, if such justification is required by the appropriate state commission.
- 1.5 Use of Space. Sprint shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Sprint's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5 following, Sprint may at its option, place Sprint-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, in

Georgia, Kentucky and Tennessee Sprint may connect to other interconnectors within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by Sprint pursuant to section 5.6 following. The Collocation Space may be used for any purpose consistent with effective FCC and state Commission Orders or as authorized in writing by BellSouth.

1.6 Rates and charges. Sprint agrees to pay the rates and charges identified in Exhibit C attached hereto.

1.7 Compliance. The parties agree to comply with all applicable federal, state, county, local and administrative laws, orders, rules, ordinances, regulations, and codes in the performance of their obligations hereunder.

1.8 Due Dates. Except in Georgia, if any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.

2. Space Notification

2.1 Availability of Space. BellSouth will permit Sprint to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth is prepared to demonstrate to the State Commission pursuant to Section 2.4 that there is no space available due to space limitations or no space available due to technical infeasibility. Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether the Application is Bona Fide (“Bona Fide”) and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. Additionally, BellSouth shall notify Sprint as to whether space is available or not available within a BellSouth Premises. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 6.6.5 or Section 6.6.5.1 shall apply, or BellSouth may elect to deny space in accordance with this section in which case Virtual or Adjacent Collocation options may be available. If the amount of space requested is not available, BellSouth will notify Sprint of the amount of space that is available.

2.1.1 In Florida, BellSouth shall respond within fifteen (15) calendar days from receipt of an application.

2.2 Reporting. Upon request from Sprint, BellSouth will provide a written report (“Space Availability Report”) specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

- 2.2.1 The request from Sprint for a Space Availability Report must be written and must include the Common Language Location Identification (“CLLI”) code for both the Remote Site Location and the serving central office. Such information regarding the CLLI code for the serving central offices is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. To obtain a CLLI code for a remote site directly from BellSouth, Sprint should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Sprint should complete all the requested information and submit the Request with the applicable fee, set forth in Exhibit C, to BellSouth.
- 2.2.2 Upon request, BellSouth will provide Sprint with the following information concerning BellSouth’s remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal. In Georgia, BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Sprint request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth’s systems; (ii) the information will only be provided for each serving wire center designated by Sprint, up to a maximum of thirty (30) wire centers per Sprint request per month and up to for a maximum of 120 wire centers total per month for all CLECs; and (iii) Sprint agrees to pay the costs incurred by BellSouth in providing the information.
- 2.2.2.1 In all states other than Georgia, until BellSouth completes development of the process needed to provide this information, BellSouth will use best efforts to provide the above information to Sprint within thirty (30) calendar days of a Sprint request subject to the information request conditions described in 2.2.2. If BellSouth finds that it will be unable to meet this interval, said interval shall be negotiated on a case-by-case basis at the time Sprint requests said information.
- 2.2.3 BellSouth will respond to a request for a report regarding space availability for a particular BellSouth Premise in accordance with the following intervals from receipt of such request. BellSouth will respond in ten (10) calendar days to requests for a space availability report in the top 100 MSAs. For those requests that do not fall within the top 100 MSAs, BellSouth will respond in ten (10) calendar days to such a request when the request includes up to and including ten (10) BellSouth Premises locations within the same State. BellSouth will respond within fifteen (15) calendar days to the request for the eleventh to fifteenth locations within the same State. BellSouth will respond within twenty (20) calendar days to the request for the sixteenth to twentieth locations within the same State. When Sprint requests greater than twenty (20) locations within a State, BellSouth's time for response will increase in a similar five calendar day intervals for the additional five locations requested (e.g. twenty-five (25)

days for twenty-first to twenty-fifth locations; thirty (30) days for twenty-sixth to thirtieth locations, etc.)

- 2.3 Denial of Application. After notifying Sprint that BellSouth has no available space in the requested Remote Site Location (“Denial of Application”), BellSouth will allow Sprint, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application, or as otherwise agreed to by the Parties.
- 2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6) in accordance with applicable Commission requirements. However, in the absence of any Commission requirement BellSouth will file a petition for waiver within thirty (30) calendar days after the date of denial of application.
- 2.5 Waiting List. As new space becomes available, BellSouth will identify the quantity of space available and the type or types of physical collocation that can be accommodated in that space. BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify those CLECs that can be accommodated on said waiting list that space shall become available within sixty (60) calendar days prior to space becoming available, to the extent known, where a waiver has previously been filed. If not known sixty (60) calendar days in advance, BellSouth shall notify carriers on the list within two (2) business days of the determination that space is available. The notification to the CLEC will include the following information: space availability date, which is the date that the subsequently available space becomes subject to Application for physical collocation, the date by which BellSouth must have received the updated, complete, and correct Application, which is thirty (30) calendar days following the space availability date, and the amount of space that BellSouth has identified as available for the customer. Within thirty (30) calendar days of the Space Availability date, Sprint must notify BellSouth in writing that Sprint wants to maintain its place on the waiting list either without accepting such space or accepting an amount of space less than its original request. If Sprint does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next CLEC on the waiting list and remove Sprint from the waiting list. BellSouth will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion. Upon request, BellSouth will advise Sprint as to its position on the list. In this scenario, if a CLEC that has been offered newly available space declines such space, BellSouth will use best efforts to notify the next CLEC on the waiting list of the space availability as soon as practicable so that space availability can be communicated and assigned in an expeditious fashion.

- 2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5.
- 2.7 State Agency Procedures. Notwithstanding the foregoing, should any state or federal regulatory agency impose procedures or intervals that are applicable to Sprint that are different than those set forth in this section, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction.
- 3. Collocation Options**
- 3.1 Cageless. BellSouth shall allow Sprint to collocate Sprint's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Sprint to have direct access to its equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments pursuant to Section 6. For equipment requiring special technical considerations, Sprint must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.9 following. Subject to space availability and technical feasibility, at Sprint's option, Sprint may enclose its equipment.
- 3.2 Shared (Subleased) Collocation. Sprint may allow other telecommunications carriers to share Sprint's Remote Site collocation arrangement pursuant to terms and conditions agreed to by Sprint ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Sprint shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) business days of its execution unless as otherwise agreed to, and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Sprint that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Sprint.
- 3.2.1 Sprint shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by

- the Guest, its employees and agents. BellSouth shall provide Sprint with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, Sprint shall be the responsible party to BellSouth for the purpose of submitting Applications for initial and additional equipment placement of Guest. In the event the Host and Guest jointly submit an Application, only one Application Fee will be assessed. A separate Guest Application shall require the assessment of an Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provision of the services and access to unbundled network elements.
- 3.2.2 Sprint shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Sprint's Guests in the Collocation Space. Nothing herein shall be construed to require indemnification by a party for the willful misconduct or gross negligence of the other party or, where prohibited by law, indemnification for a party's own negligence or sole negligence and, to the extent such exclusion must be expressly stated the term indemnification as used in this section shall be construed to exclude specifically a party's gross negligence or willful misconduct and a party's own negligence or sole negligence. Where indemnification by a party is permitted for claims arising out of the other party's own negligence but such intention must be expressly stated, the term "indemnify" is used in this section shall include the duty to indemnify for such other party's negligence. Nothing herein shall be construed to require indemnification in excess of that permitted by law and, to the extent any part of this section is found to be invalid or unenforceable, the parties agree that the obligation to indemnify under this Agreement shall be to the fullest extent permitted in the relevant jurisdiction, excluding only such claims as are prohibited therein.
- 3.3 Adjacent Collocation. BellSouth will provide adjacent collocation in controlled environmental vaults or similar structures to be constructed or otherwise procured by Sprint ("Adjacent Arrangement") where space within the Premises is legitimately exhausted, subject to technical feasibility, and reasonable safety and maintenance requirements. BellSouth and Sprint will mutually agree on the location of the designated space on the BellSouth property where the adjacent structure, such as a controlled environmental vault or similar structure, will be placed. BellSouth may withhold agreement with respect to a location which would otherwise be prohibited pursuant to Section 1.1. Neither party shall unreasonably withhold agreement as to any proposed location, provided, however, that it shall be in BellSouth's final discretion as to the location of the adjacent structure. The Adjacent Arrangement shall be constructed or procured by Sprint and in conformance with BellSouth's design and construction specifications in effect at the time the adjacent structure is requested. After the adjacent arrangement is constructed any changes to these specifications will not be binding on Sprint for such already constructed arrangements without Sprint's prior written concurrence. Further, Sprint shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set

forth in this Attachment. Rates shall be negotiated at the time of the request for Adjacent Collocation.

- 3.3.1 Should Sprint elect such option, Sprint must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications, or if there are more stringent applicable requirements, then pursuant to section 1.1.1. BellSouth will provide guidelines and specifications upon request.
- 3.3.2 Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Sprint's BellSouth Certified Vendor shall bill Sprint directly for all work performed for Sprint pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Sprint must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Sprint's locked enclosure prior to notifying Sprint.
- 3.3.3 BellSouth maintains the right to review Sprint's plans and specifications prior to construction of a Remote Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's Guidelines. Such review shall not unreasonably delay provisioning intervals as specified herein. BellSouth may require Sprint, at Sprint's sole cost, to correct any deviations from BellSouth's Guidelines found during such inspection(s), as such Guidelines existed at the time the application was accepted by BellSouth. Such corrections may include removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.
- 3.3.4 Sprint shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At Sprint's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. Sprint's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement.
- 3.3.5 BellSouth shall allow Shared (Subleased) Caged Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 preceding.

- 3.4 Co-carrier Cross Connect (CCXC). At BellSouth's sole option, BellSouth will provide, or permit Sprint to provide, a connection between the equipment in the collocated spaces of Sprint and any other telecommunications carrier whose Agreement contains co-carrier cross-connect language. Sprint's use of the collocation space for interconnection with BellSouth or accessing BellSouth's Unbundled Network Elements and using Co-carrier Cross Connects shall be in accordance with the FCC's Fourth Report and Order in Docket No. 98-147. If BellSouth elects to provision the CCXC, the rates, terms and conditions shall be negotiated between the Parties.
- 3.4.1 If Sprint provisions the CCXC to other telecommunications carriers, such connections to other carriers may be made using either optical or electrical facilities. Sprint may deploy such optical or electrical connections directly between its own facilities and the facilities of the other telecommunications carrier(s) without being routed through BellSouth equipment. Sprint may not self-provision CCXC on any BellSouth distribution frame, Pot Bay, DSX or LGX. If either collocation arrangement is a virtual collocation arrangement, the CLEC having the virtual collocation arrangement must either have sufficient terminations for the CCXC cable or must provide additional termination equipment in its arrangement. Sprint and the other CLEC shall not intermingle their equipment within a virtual collocation arrangement. Sprint is responsible for ensuring the integrity of the signal.
- 3.4.2 Sprint shall be responsible for obtaining authorization from the other telecommunications carrier(s) involved. If Sprint provisions the CCXC to other telecommunications carriers, Sprint must use a BellSouth Certified Vendor to place the CCXC in cases where the Sprint equipment and the equipment of the other telecommunications carrier are not located within caged contiguous collocation spaces. There will be a recurring charge per linear foot, per cable of common cable support structure used.
- 3.4.3 In cases where Sprint's equipment and the equipment of the other telecommunications carrier are located in caged contiguous collocation spaces, Sprint shall have the option to deploy the CCXCs between the sets of equipment. Sprint shall have the option of constructing its own dedicated support structure or utilizing BellSouth's common cable support structure. There will be a recurring charge per linear foot, per cable of common cable support structure used.
- 3.4.4 Sprint may order CCXC in its initial Application. In the Application, Sprint must include the type of cross connect facilities to be used, the name of the telecommunications carrier(s) to whom the CCXC is to be routed, and a copy of the authorization from all other telecommunications carriers involved. If Sprint, or Sprint's Guest(s) in a shared arrangement, desires to order CCXC after the Bona Fide Firm Order, Sprint must submit to BellSouth a complete Application containing the same CCXC information as required in an initial Application.

4. Occupancy

- 4.1 Commencement Date. The “Commencement Date” shall be the day Sprint’s equipment becomes operational as described in Article 4.2, following.
- 4.2 Occupancy. BellSouth will notify Sprint in writing that the Remote Collocation Space is ready for occupancy. Sprint must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth’s network. BellSouth may, at its option, not accept orders for interconnected service until receipt of such notice. For purposes of this paragraph, Sprint’s telecommunications equipment will be deemed operational when connected to BellSouth’s network for the purpose of service provision.
- 4.3 Termination. Except where otherwise agreed to by the Parties, Sprint may terminate occupancy in a particular Remote Collocation Space by submitting an Application providing thirty (30) calendar days prior notice to BellSouth. An Application Fee will not apply. Upon termination of such occupancy, Sprint at its expense shall remove its equipment and other property from the Remote Collocation Space. Sprint shall have thirty (30) calendar days from the termination date or such other period as agreed to by the parties to complete such removal, including the removal of all equipment and facilities of Sprint’s Guests; provided, however, that Sprint shall continue payment of monthly fees to BellSouth until such date as Sprint has fully vacated the Remote Collocation Space. Should Sprint or Sprint’s Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and other property of Sprint or Sprint’s Guest at Sprint’s expense and with no liability for damage or injury to Sprint or Sprint’s Guest’s property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon termination of occupancy with respect to a Remote Collocation Space, Sprint shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Sprint except for ordinary wear and tear unless otherwise agreed to by the Parties. Sprint shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of a Remote Site Adjacent Arrangement at the termination of occupancy and restoring the grounds to their original condition, unless Sprint at its own sole discretion subleases or otherwise conveys such enclosure.

5. Use of Remote Collocation Space

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth’s network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in

this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to the Act and applicable state and federal law.

- 5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards that BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with NEBS performance standards. If BellSouth denies collocation of Sprint's equipment, citing safety standards, BellSouth must provide to Sprint within five business days of the denial a list of all equipment that BellSouth locates within the premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends Sprint's equipment fails to meet.
- 5.1.2 Sprint shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.1.3 Sprint shall place a plaque or other identification affixed to Sprint's equipment necessary to identify Sprint's equipment, including a list of emergency contacts with telephone numbers.
- 5.1.4 All Sprint equipment installation shall comply with BellSouth TR 73503-11, Section 8, "Grounding - Engineering Procedures." Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the remote collocation site. All copper conductor pairs, working and non-working, shall be equipped with a solid-state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.2 Entrance Facilities. Sprint may elect to place Sprint-owned or Sprint-leased entrance facilities into the Remote Collocation Space from Sprint's point of presence. The Parties will discuss the proposed point of entrance in an attempt to mutually agree upon a point of entrance provided, however, that it will be in BellSouth's final discretion to designate the point of entrance at the Remote Site Location housing the Remote Collocation Space which is physically accessible by both Parties. Sprint will

- provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Sprint must contact BellSouth for instructions prior to placing the entrance facility cable. Sprint is responsible for maintenance of the entrance facilities.
- 5.2.1 Shared Use. Sprint may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another Sprint collocation arrangement within the same BellSouth Remote Site Location.
- 5.3 Demarcation Point. BellSouth will designate the point(s) of demarcation between Sprint's equipment and/or network and BellSouth's network. BellSouth will make a good faith effort to locate the demarcation point as close to Sprint's collocation space as technically feasible. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Sprint or its agent must perform all required maintenance to Sprint equipment/facilities on its side of the demarcation point, pursuant to Section 5.4, following.
- 5.3.1 Demarcation Point (Tennessee). BellSouth will designate the point(s) of demarcation between Sprint's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. The demarcation point shall be a Sprint provided Point of Termination Bay (POT Bay) in a common area within the Premises. BellSouth will make a good faith effort to locate Sprint's POT Bay as close to Sprint's collocation space as technically feasible. In all cases BellSouth will make the final determination of the specific location. Sprint shall be responsible for providing, and a supplier certified by BellSouth ("Sprint's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between Sprint's collocation space and the demarcation point. Sprint or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.5, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.
- 5.4 Sprint's Equipment and Facilities. Sprint, or if required by this Attachment, Sprint's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Sprint.
- 5.5 BellSouth's Access to Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.
- 5.6 Access. Pursuant to Section 11, Sprint shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Sprint agrees to provide the name and social security number or date of birth or driver's license number of each

- employee, contractor, or agents of Sprint or Sprint's Guests provided with access keys ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. Sprint agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Sprint employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with Sprint or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.7 Lost or Stolen Access Keys. Sprint shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key the Premises as a result of an Access Key(s) lost or not returned by Sprint, Sprint shall pay for all reasonable and demonstrative costs associated with the re-keying.
- 5.8 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Remote Collocation Space shall not significantly degrade, interfere with or impair service provided by BellSouth or by any other interconnector located in the Remote Site Location; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Remote Collocation Space, or the Remote Site Location; shall not compromise the privacy of any communications carried in, from, or through the Remote Site Location; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Sprint violate the provisions of this paragraph, BellSouth shall use commercially reasonable efforts to immediately verbally notify the designated Sprint contact located on Sprint's collocation arrangement and shall give written notice to Sprint, which notice shall direct Sprint to cure the violation within forty-eight (48) hours of Sprint's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.8.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Sprint fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or other interference/impairment of the services provided by BellSouth or any other interconnector, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Sprint's equipment. BellSouth will endeavor, but is not required, to provide notice to Sprint prior to taking such action and shall have no liability to Sprint for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.

- 5.8.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Sprint fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Sprint or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Sprint shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.9 Presence of Facilities. Facilities and equipment placed by Sprint in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain its status as personalty and may be removed by Sprint at any time. Any damage caused to the Remote Collocation Space by Sprint's employees, agents or representatives shall be promptly repaired by Sprint at its expense.
- 5.10 Alterations. In no case shall Sprint or any person acting on behalf of Sprint make any rearrangement, modification, improvement, addition, repair, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Sprint. Any material rearrangement, modification, improvement, addition, repair, or other alteration shall require an application fee, pursuant to Section 6.
- 5.11 Upkeep of Remote Collocation Space. Sprint shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Sprint shall be responsible for removing any Sprint debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.
- 6. Ordering and Preparation of Remote Collocation Space**
- 6.1 Should any state or federal regulatory agency impose procedures or intervals different than procedures or intervals set forth in this section applicable to Sprint, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for all applications submitted for the first time after the effective date thereof for that jurisdiction.

- 6.2 Application for Space. Sprint shall submit a Remote Site Collocation Application when Sprint or Sprint's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Remote Collocation Space.
- 6.2.1 Initial Application. For Sprint or Sprint's Guest(s) equipment placement, Sprint shall submit to BellSouth an Application. The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in Sprint's Remote Collocation Space(s).
- 6.2.2 Application Fee. BellSouth will assess an Application Fee on a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2.1. Payment of the Application Fee is due within 30 calendar days of the actual billing date and is non-refundable.
- 6.3 Application Response.
- 6.3.1 In Georgia, Mississippi, and South Carolina, when space has been determined to be available, BellSouth will provide a comprehensive written response ("Application Response") within twenty (20) calendar days of receipt of a complete application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.3.2 In Alabama, when space has been determined to be available, BellSouth will provide a comprehensive written response ("Application Response") within thirty (30) calendar days of receipt of a complete application. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.3.3 In Kentucky, and North Carolina, when space has been determined to be available, BellSouth will provide a written response ("Application Response") within twenty-three (23) business days of the receipt of a Bona Fide Application, which will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.
- 6.3.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than

that requested is available, then with respect to the space available, BellSouth will provide a written response (“Application Response”) including sufficient information to enable Sprint to place a Firm Order. The Application Response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension. When Sprint submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.

6.3.5 In Louisiana, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Applications it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.3.6 In Tennessee, when space has been determined to be available, BellSouth will provide a written response (“Application Response”) within thirty (30) calendar days of receipt of a Bona Fide Application. The response will include, at a minimum, the estimated provisioning interval, any additional engineering charges, if applicable, and any other additional information that may extend the ordinary interval to extraordinary interval status, together with sufficient information to explain such extension.

6.4 Bona Fide Firm Order.

6.4.1 Except as otherwise provided, Sprint shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Sprint to complete the Application/Inquiry process described in Subsection 6.2, preceding, and submit the Physical Expanded Interconnection Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth (“Bona Fide Firm Order”) and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth’s response to Sprint’s Application/Inquiry.

6.4.2 In Kentucky and North Carolina, Sprint shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded Interconnection Firm Order document (“Firm Order”) to the Company. A Firm Order shall be considered Bona Fide when Sprint has completed the Application/Inquiry process described in Section 6.2, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by the